

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, SEPTEMBER 19, 2017 – 6:00 PM**

RON MORRISON
Mayor

ALBERT MENDIVIL
Vice Mayor

JERRY CANO
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website www.nationalcityca.gov.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.
National City
619-336-4240**

**Meeting agendas and
minutes available on web**

WWW.NATIONALCITYCA.GOV

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

1. [Retiree Service Recognition - Recognizing Park Superintendent Miguel Diaz for his 34 years of service with the City of National City. \(Engineering/Public Works\)](#)
2. [Retiree Service Recognition - Recognizing Senior Park Caretaker John Gish for his 29 years of service with the City of National City. \(Engineering/Public Works\)](#)

PRESENTATIONS

INTERVIEWS / APPOINTMENTS

3. Interviews and Appointments - Veterans and Military Families Advisory Committee. (City Clerk)

CONSENT CALENDAR

4. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
5. [Resolution of the City Council of the City of National City 1\) authorizing acceptance of a grant award in the amount of \\$120,000 from the Office of Traffic Safety \(OTS\) for the Selective Traffic Enforcement Program \(STEP\) grant 2018 to conduct DUI and traffic related enforcement operations for the Police Department 2\) authorizing the Chief of Police to execute the Agreement of the award of the grant funds and 3\) authorizing the establishment of fund appropriations and corresponding revenue budget. \(Police\)](#)

6. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Agreement with Air Quality Compliance Solutions, Inc., DBA; Rely Environmental, for on-call environmental compliance management services, increasing the not-to-exceed amount of the Agreement by \\$50,000, for a total Agreement amount of \\$150,000. \(Engineering/Public Works\)](#)
7. [Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with Atkins North America, Inc. for a not-to-exceed amount of \\$100,000 to provide, 1\) engineering and construction support services, including preparation of record drawings, for the National City Alley Improvements project; 2\) support services for sewer user rate study; and 3\) tax roll administration for annual sewer service charges. \(Engineering/Public Works\)](#)
8. [Warrant Register #5 for the period of 07/26/17 through 08/01/17 in the amount of \\$8,856,176.05. \(Finance\)](#)
9. [Warrant Register #6 for the period of 08/02/17 through 08/08/17 in the amount of \\$700,333.90. \(Finance\)](#)

PUBLIC HEARINGS

ORDINANCES FOR INTRODUCTION

ORDINANCES FOR ADOPTION

NON CONSENT RESOLUTIONS

NEW BUSINESS

10. [Notice of Decision – Planning Commission approval of a Conditional Use Permit modification for distilled spirits at an existing beer and wine-licensed restaurant \(Tita's II\) located at 3421 East Plaza Blvd. \(Applicant: Roger Speir\) \(Case File 2017-09 CUP\) \(Planning\)](#)
11. Continuation of Staff's Report to City Council on Strategies for Building and Maintaining Positive Relationships in Support of Immigrants to include: A Request for City Council Direction on the Creation of an Ad-Hoc Committee or Working Group; and a General Overview of Grant Funding Opportunities. (City Manager)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - October 3, 2017 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: Retiree Service Recognition - Recognizing Park Superintendent Miguel Diaz for his 34 years of service with the City of National City. (Engineering/Public Works)



City of National City
MEMORANDUM

DATE: August 30, 2017

TO: Esther Clemente, Executive Assistant IV (City Manager's Office)
Josie Flores-Clark, Executive Assistant IV (Mayor's Office)

FROM: Lilia Muñoz, Human Resources Analyst *LM*

SUBJECT: **RETIREE SERVICE RECOGNITION**

The following City employee will be retiring with 34 years of service with the City of National City on September 26, 2017:

NAME: Miguel A. Diaz
POSITION: Park Superintendent
HIRED: September 1, 1983

As part of the Retiree Recognition Program, the employee wishes to have the opportunity to receive a City Council Recognition at the Council Meeting of **Tuesday, September 19, 2017 at 6pm.**

If this is acceptable, please make the necessary arrangements. The recognition letter and gift card(s) selection memo will be sent prior to the meeting.

Thank you.

cc: Miguel Diaz, Park Superintendent
Steve Manganiello, Director of PW/City Engineer

H:\Recognition Program

The following page(s) contain the backup material for Agenda Item: Retiree Service Recognition - Recognizing Senior Park Caretaker John Gish for his 29 years of service with the City of National City. (Engineering/Public Works)



City of National City
MEMORANDUM

DATE: August 28, 2017

TO: Esther Clemente, Executive Assistant IV (City Manager's Office)
Josie Flores-Clark, Executive Assistant IV (Mayor's Office)

FROM: Lilia Muñoz, Human Resources Analyst *LM*

SUBJECT: **RETIREE SERVICE RECOGNITION**

The following City employee will be retiring with 29 years of service with the City of National City on September 26, 2017:

NAME: John H. Gish
POSITION: Senior Park Caretaker
HIRED: December 22, 1987

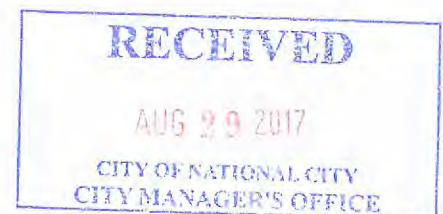
As part of the Retiree Recognition Program, the employee wishes to have the opportunity to receive a City Council Recognition at the Council Meeting of **Tuesday, September 19, 2017.**

If this is acceptable, please make the necessary arrangements. The recognition letter and gift card(s) selection memo will be sent prior to the meeting.

Thank you.

cc: John Gish, Senior Park Caretaker
Miguel Diaz, Park Superintendent
Steve Manganiello, Director of PW/City Engineer

H:\Recognition Program



The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

Item # ____

09/19/17

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL
CITY APPROVING THE WAIVING OF THE READING OF THE
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING
AND PROVIDING THAT SUCH ORDINANCES SHALL BE
INTRODUCED AND/OR ADOPTED AFTER A READING
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City 1) authorizing acceptance of a grant award in the amount of \$120,000 from the Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) grant 2018 to conduct DUI and tra

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: [9-19-17

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City 1) authorizing acceptance of a grant award in the amount of \$120,000 from the Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) grant 2018 to conduct DUI and traffic related enforcement operations for the Police Department 2) authorizing the Chief of Police to execute the Agreement of the award of the grant funds and 3) authorizing the establishment of fund appropriations and corresponding revenue budget.

PREPARED BY: Jeffrey Meeks, Sergeant

PHONE: (619) 336-4446

DEPARTMENT: Police

APPROVED BY: 
8-17-17

EXPLANATION:

On June 1, 2017 the National City Police Department was awarded and approved to receive \$120,000 in grant funds from the Office of Traffic Safety (OTS). This is a one year grant beginning October 1, 2017. This award is based upon a grant proposal submitted to the Office of Traffic Safety for the purpose of reducing the number of persons killed or injured in traffic collisions and alcohol involved collisions; to reduce fatal and injury hit and run collisions; to reduce the amount of motorcyclists killed or injured; and to reduce fatal and injury collisions at intersections, where unsafe turning movements and unsafe speeds were a factor.

The grant funds allocated to accomplish these goals will be used to fund overtime operations such as DUI/DL checkpoints, DUI saturation patrols, and enforcement operations regarding speed, red light violators, distracted drivers and motorcycle enforcement within the city limits of the City of National City. The grant also covers Traffic Safety presentations and materials.

FINANCIAL STATEMENT:

ACCOUNT NO.

290-11661-3498 (Other Federal Grants) \$120,000

290-411-661-1* (Overtime & related accounts) - \$120,000

No matching funds required

APPROVED: 

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Recommend to accept the resolution.

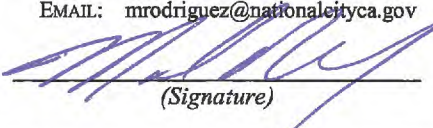
BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

See Grant Agreement PT18101

State of California – Office of Traffic Safety
GRANT AGREEMENT

GRANT NUMBER
PT18101

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY National City	3. Grant Period From: 10/01/2017 To: 09/30/2018
4. AGENCY UNIT TO ADMINISTER GRANT National City Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$120,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none">Schedule A – Problem Statement, Goals and Objectives and Method of ProcedureSchedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)Exhibit A – Certifications and AssurancesExhibit B* – OTS Grant Program Manual *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov . We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. Approval Signatures	
A. AUTHORIZING OFFICIAL OF DEPARTMENT NAME: Manuel Rodriquez PHONE: 619-336-4510 TITLE: Chief of Police FAX: 619-336-4525 ADDRESS: 1200 National City Blvd. National City, CA 91950 EMAIL: mrodriquez@nationalecityca.gov  (Signature) 8-16-17 (Date)	B. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Rhonda L. Craft PHONE: (916) 509-3030 TITLE: Director FAX: (916) 509-3055 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 EMAIL: rhonda.craft@ots.ca.gov _____ (Signature) _____ (Date)
C. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. DUNS NUMBER DUNS #: 072494073 REGISTERED ADDRESS: 1243 National City Blvd CITY: National City ZIP+4: 91950-4301

1. PROBLEM STATEMENT

The National City Police Department has seen a decrease in DUI related arrests. In 2015 there were 173 DUI related arrests, then 149 in 2016, a decrease of 14. This is a direct correlation to the additional resources put on the street to enforce DUI laws. The resources include the DUI Checkpoints as well as the DUI saturation patrol. This includes more education and presentations about the dangers of DUI.

The OTS grant enabled the National City Police Department to put additional officers on the street to combat the problem of DUI drivers. In addition, the OTS grant targeting 'Primary Collision Factors' or PCF as well as the Distracted Driver enforcement has led to a drastic decrease in collisions. Total collisions in 2014 were 203 with 305 victims. This number was reduced 184 collisions with 238 victims, over a 9% decrease. I also believe this is in direct correlation to increased traffic enforcement as allowed by the OTS grant in order to place more police officers on the street looking for drivers who are distracted and driving negligent. It should be noted there were additional DUI arrest by officers conducting 'PCF' enforcement.

It should also be noted the number of victims in traffic collisions have decreased from 305 to 238 a 28% decrease. Again, I believe there was a direct correlation between extra traffic enforcement and the reduction in victims of collisions.

2. PERFORMANCE MEASURES**A. Goals:**

1. Reduce the number of persons killed in traffic collisions.
2. Reduce the number of persons injured in traffic collisions.
3. Reduce the number of pedestrians killed in traffic collisions.
4. Reduce the number of pedestrians injured in traffic collisions.
5. Reduce the number of bicyclists killed in traffic collisions.
6. Reduce the number of bicyclists injured in traffic collisions.
7. Reduce the number of persons killed in alcohol-involved collisions.
8. Reduce the number of persons injured in alcohol-involved collisions.
9. Reduce the number of persons killed in drug-involved collisions.
10. Reduce the number of persons injured in drug-involved collisions.
11. Reduce the number of persons killed in alcohol/drug combo-involved collisions.
12. Reduce the number of persons injured in alcohol/drug combo-involved collisions.
13. Reduce the number of motorcyclists killed in traffic collisions.
14. Reduce the number of motorcyclists injured in traffic collisions.
15. Reduce hit & run fatal collisions.
16. Reduce hit & run injury collisions.
17. Reduce nighttime (2100 - 0259 hours) fatal collisions.
18. Reduce nighttime (2100 - 0259 hours) injury collisions.

B. Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	Target Number 1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, NHTSA Winter & Summer Mobilization, National Bicycle Safety Month, National Click it or Ticket Mobilization, National Teen Driver Safety Week, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and	12

- Press releases reporting the results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.

Media Requirements

- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

BUDGET NARRATIVE	
PERSONNEL COSTS	QUANTITY
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	8
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	49
Benefits @ 11.18% - Medicare 1.45%, Workers Comp 9.73%. TOTAL 11.18%	1
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	35
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	35
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	7
Benefits at 11.18 - Medicare 1.45%, Workers Comp 9.73%. TOTAL 11.18%	1
TRAVEL EXPENSES	
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	1
CONTRACTUAL SERVICES	
-	
EQUIPMENT	
-	
OTHER DIRECT COSTS	
DUI Checkpoint Supplies - DUI Checkpoint Supplies - on-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.	1
INDIRECT COSTS	
-	
STATEMENTS/DISCLAIMERS	
There will be no program income generated from this grant.	
Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.	
Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of	

CERTIFICATIONS AND ASSURANCES

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

BUY AMERICA ACT

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCHACT)

The Grantee Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The Grantee Agency Official further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. The Grantee Agency Official certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this grant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/grant agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the Grantee Agency Official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

Instructions for Lower Tier Certification

1. By signing and submitting this grant agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this grant agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Agreement with Air Quality Compliance Solutions, Inc., DBA; Rely Environmental, for on-call environmental compliance management services

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 19, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Agreement with Air Quality Compliance Solutions, Inc., DBA; Rely Environmental, for on-call environmental compliance management services, increasing the not-to-exceed amount of the Agreement by \$50,000, for a total Agreement amount of \$150,000.

PREPARED BY: Stephen Manganiello

PHONE: 619-336-4382

DEPARTMENT: Engineering/Public Works

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Funds appropriated in account # 001-416-030-299-0000 (Environmental Compliance Contract Services)

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt resolution executing a Second Amendment to the Agreement with Rely Environmental.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Second Amendment to Agreement
3. Resolution

Explanation:

On July 1, 2015, the City of National City entered into an Agreement with Air Quality Compliance Solutions, Inc., DBA; Rely Environmental, to provide on-call environmental compliance management services involving water quality, air quality, hazardous materials, and occupational health and safety. The Agreement, which was executed by the City Manager, was for a not-to-exceed amount of \$50,000 and a term of two years, with the option to extend for an additional period of up to one year.

On February 21, 2017, the City Council adopted Resolution No. 2017-17, approving the First Amendment to the Agreement increasing the not-to-exceed amount by \$50,000, for a total Agreement amount of \$100,000, and extending the term of the Agreement to June 30, 2018.

Additional funds are needed to allow Rely Environmental to continue providing environmental compliance management services for the City. Based on Rely Environmental's performance and quality of work, staff recommends authorizing the Mayor to execute a Second Amendment to the Agreement increasing the not-to-exceed amount by \$50,000, for a total Agreement amount of \$150,000.

Funds are appropriated in the Environmental Compliance Contract Services account.

**SECOND AMENDMENT TO AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND AIR QUALITY COMPLIANCE SOLUTIONS, INC.,
DBA; RELY ENVIRONMENTAL**

This Second Amendment to the Agreement is entered into this 19th day of September, 2017 by and between the City of National City, a municipal corporation ("CITY"), and Air Quality Compliance Solutions, Inc., DBA; Rely Environmental, a California corporation (the "CONSULTANT").

RECITALS

WHEREAS, The CITY and the CONSULTANT entered into an Agreement on July 1, 2015, ("the Agreement"), wherein the CONSULTANT agreed to provide on-call environmental compliance management services involving water quality, air quality, hazardous materials, and occupational health and safety; and

WHEREAS, the Agreement, which was executed by the City Manager, had a not-to-exceed amount of \$50,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, on February 21, 2017, the City Council adopted Resolution No. 2017-17, approving the First Amendment to the Agreement increasing the not-to-exceed amount by \$50,000, for a total Agreement amount of \$100,000, and extending the term of the Agreement to June 30, 2018; and

WHEREAS, based on the CONSULTANT'S performance and quality of work, the CITY desires to have the CONSULTANT continue providing environmental compliance management services for the CITY, and the CONSULTANT is willing to perform such services; therefore, the parties desire to increase the not-to-exceed amount by \$50,000, for a total Agreement amount of \$150,000.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement entered into on July 1, 2015, as follows:

1. Increase the not-to-exceed amount by \$50,000, for a total Agreement amount of \$150,000.
2. The parties further agree that with the foregoing exception, each and every term and provision of the Agreement dated July 1, 2015, shall remain in full force and effect.

< Signatures on next page >

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement on the date and year first above written.

CITY OF NATIONAL CITY

**AIR QUALITY COMPLIANCE SOLUTIONS,
INC., DBA; RELY ENVIRONMENTAL**

By: _____
Ron Morrison, Mayor

By: _____
Scott Storms
President

By: _____
Scott Storms
Secretary

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

By: _____
Roberto M. Contreras
Deputy City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with Atkins North America, Inc. for a not-to-exceed amount of \$100,000 to provide, 1) engineering and construction support services, including prepar

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 19, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with Atkins North America, Inc. for a not-to-exceed amount of \$100,000 to provide, 1) engineering and construction support services, including preparation of record drawings, for the National City Alley Improvements project; 2) support services for sewer user rate study; and 3) tax roll administration for annual sewer service charges.

PREPARED BY: Stephen Manganiello, City Engineer

PHONE: 619-336-4382

DEPARTMENT: Engineering/Public Works

APPROVED BY: _____

EXPLANATION:

See attached



FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. Funds available through prior City Council appropriations **APPROVED:** _____ **MIS**

001-409-500-598-6035 (Street Resurfacing CIP): \$30,000.00

125-416-222-213-0000 (Sewer Fund Professional Services): \$70,000.00

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing the Mayor to execute an Agreement with Atkins North America, Inc. for a not-to-exceed amount of \$100,000 to provide support services for the National City Alley Improvements project and sewer administration.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation:

Atkins North America, Inc. was retained by the City of National City through a competitive Request for Qualifications process to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, sewer system management, preparation of sewer user rate studies and annual tax roll billing, civil engineering, Americans with Disability Act (ADA) / Universal Design, and community outreach. The original Agreement was authorized by City Council on August 19, 2014, per Resolution No. 2014-115.

While under contract, Atkins North America served as the Engineer of Record responsible for preparing construction plans and specifications for the National City Alley Improvements project. As the Engineer of Record, staff needs Atkins to provide construction support services, including preparation of record drawings, to facilitate project construction and close-out. In addition, staff desires to continue using Atkins North America to support the sewer user rate study and tax roll administration for annual sewer service charges.

The on-call Agreement with Atkins North America has expired. Therefore, staff is requesting that City Council authorize a new Agreement with Atkins North America to complete the current Alley Improvement project and on-going sewer administration services.

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
ATKINS NORTH AMERICA, INC.**

THIS AGREEMENT is entered into on this 19th day of September, 2017, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and ATKINS NORTH AMERICA, INC., a corporation (the "CONSULTANT").

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide the following professional services: 1) engineering and construction support services, including preparation of record drawings, for the National City Alley Improvements project; 2) support services for sewer user rate study; and 3) tax roll administration for annual sewer service charges.

WHEREAS, on August 19, 2014, through adoption of City Council Resolution No. 2014-115, the CITY and the CONSULTANT entered into an Agreement whereby the CONSULTANT would provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, sewer system management, preparation of sewer user rate studies and annual tax roll billing, civil engineering, Americans with Disability Act (ADA) / Universal Design, and community outreach.

WHEREAS, the CONSULTANT was selected through a competitive Request for Qualifications process to perform work under said Agreement.

WHEREAS, through said Agreement, which has subsequently expired, the CONSULTANT provided on-going sewer administration services, and served as the Engineer of Record responsible for preparing construction plans and specifications for the National City Alley Improvements project.

WHEREAS, as the Engineer of Record, the CONSULTANT is required to provide construction support services, including preparation of record drawings, to facilitate project construction and close-out.

WHEREAS, the CONSULTANT, as the Engineer of Record, is most qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform those services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide construction support services for the National City Alley Improvement project, and on-going sewer administration services, and the CONSULTANT

agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective as of July 1, 2017. The duration of this Agreement is for the period of July 1, 2017 through August 31, 2018.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A."

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Stephen Manganiello, Director of Public Works/City Engineer, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Cynthia S. Peraza, P.E., thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$100,000. The compensation for the CONSULTANT'S work shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the Project Coordinator.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this

Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall become the property of the CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONSULTANT its agents, servants, and employees are as to the CITY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S negligent performance of this Agreement. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. ☒ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the

CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Stephen Manganiello
 Director of Public Works/City Engineer
 Engineering & Public Works Department
 City of National City
 1243 National City Boulevard
 National City, CA 91950-4301

To CONSULTANT:

Cynthia S. Peraza, P.E.
Senior Project Manager
Atkins North America, Inc.
3570 Carmel Mountain Road, Suite 300
San Diego, CA 92130

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 21 by the CONSULTANT.

22. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. **MISCELLANEOUS PROVISIONS.**
A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the

drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

ATKINS NORTH AMERICA, INC.

By: _____
Ron Morrison, Mayor

By: _____
Paul Demit, Senior Vice President

By: _____
Rene De los Rios, V.P., Assist. Secretary

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

By: _____
Roberto M. Contreras
Deputy City Attorney

EXHIBIT "A" – SCOPE OF WORK

1.0 Construction Support Services for Alley Improvement Project

- Meetings – will attend weekly contactor meetings and meetings in the field on an as-needed basis to resolve disputes and/or provide clarification on plans and construction methods
- Requests for Information (RFIs) – will review and provide written responses to RFIs
- Requests for Changes (RFCs) – will review and provide recommendations on contractor requests for substitutions or alternative construction techniques
- Contactor submittals – will review and provide comments on contractor submittals
- Punch List – will assist with preparation of punch list of outstanding items prior to final walk through and project close-out
- Final Walk Through – will participate in Final Walk Through to ensure project was built consistent with the construction plans and specifications, and punch list items have been satisfied
- Review final redline plans prepared by the contractor, which will include field verifications and meetings with contractor as needed.
- Incorporate redline changes into record drawings to accurately reflect as-built conditions.

2.0 Tax Roll Administration for Annual Sewer Service Charges

- Continue to update the City's sewer customer database
- Continue to review Sweetwater Authority's water accounts and annual usage
- Using updated information provided by the City, sewer charges will be calculated based on approved sewer user rates for each fiscal year
- The list of sewer charges will be prepared for approval by the City Council and then submitted to the County of San Diego for processing on the property tax rolls
- Direct bills will be sent to appropriate government agencies, as they cannot be billed with the property tax bills

3.0 Support Services for Sewer User Rate Study

- Provide peer review of sewer user rate analysis and recommendations
- Provide historic data from sewer customer database and forecasts as needed

**EXHIBIT "B"****ATKINS SOUTHWEST INFRASTRUCTURE
STANDARD RATE SCHEDULE, EFFECTIVE JANUARY 1, 2014**

Atkins North America, Inc.
3570 Carmel Mountain Road, Suite 300
San Diego, California 92130
Telephone: +1.858.874.1810
Fax: +1.858.259.0741
www.atkinsglobal.com/northamerica

ENGINEERING SERVICES

Principal Engineer V.....	\$265.00
Principal Engineer IV.....	240.00
Principal Engineer III.....	220.00
Principal Engineer II.....	200.00
Principal Engineer I.....	190.00
Supervising Engineer II.....	180.00
Supervising Engineer I.....	165.00
Senior Engineer III.....	155.00
Senior Engineer II.....	145.00
Senior Engineer I.....	135.00
Engineer III.....	125.00
Engineer II.....	115.00
Engineer I.....	105.00
Engineering Aide.....	70.00

CONSTRUCTION RELATED SERVICES

Senior Construction Manager.....	\$175.00
Senior Project Engineer (Const.).....	155.00
Construction Manager.....	140.00
Prevailing Wage Field Rep.**.....	125.00
Senior Field Representative*.....	115.00
Construction Management Rep. II*.....	100.00
Construction Management Rep. I*.....	90.00
Sr. Contract Administrator.....	100.00
Contract Administrator.....	85.00

ENVIRONMENTAL SCIENCE SERVICES

Supervising Scientist.....	\$225.00
Senior Scientist III.....	180.00
Senior Scientist II.....	165.00
Senior Scientist I.....	140.00
Scientist III.....	125.00
Scientist II.....	110.00
Scientist I.....	90.00
Assistant Scientist.....	75.00
Research Assistant.....	60.00

PUBLIC AFFAIRS/COMMUNITY RELATIONS

Project Manager.....	\$170.00
Community Relations Specialist.....	140.00
Assistant Project Manager.....	125.00
Account Coordinator.....	80.00

EXPENSES AND OUTSIDE SERVICES

Identifiable non-salary costs that are directly attributable to the project, such as reproduction costs, telephone charges, mileage, postage, etc., are billed at actual cost plus 10 percent to cover overhead, administration, and insurance costs.

Fees for litigation and expert witness services will be charged at \$450.00 per hour with a 4-hour minimum per day.

Computer Aided Drafting, hydrologic water, sewer and stormwater modeling, GIS, automated mapping, database and web programming, etc., is charged at \$5 per labor hour.

If applicable, a vehicle allowance of \$8.00 per hour will be charged for the use of a company vehicle assigned to an inspector.

PAYMENT TERMS

A late payment finance charge at a rate of 18 percent per annum will be applied to any unpaid balance commencing 30 days after the date of original invoice.

This rate schedule is subject to annual and/or periodic revisions as necessary to accommodate inflationary trends, salary adjustments and the general costs of business.

OTHER PROFESSIONAL SERVICES

Principal Professional.....	\$196.00
Supervising Professional.....	170.00
CASp/Access Specialist.....	150.00
Sr. Professional III / Sr. GIS Analyst III.....	150.00
Senior Professional II / Sr. GIS Analyst II.....	135.00
Senior Professional I / Sr. GIS Analyst I.....	122.00
Professional II / GIS Analyst II.....	101.00
Professional I / GIS Analyst I.....	88.00

DESIGN & GRAPHIC SERVICES

Senior Designer IV.....	\$165.00
Senior Designer III.....	140.00
Senior Designer II.....	135.00
Senior Designer I.....	120.00
Designer II.....	110.00
Designer I.....	100.00
Graphics Designer II.....	100.00
Graphics Designer I.....	95.00
CAD Technician III.....	95.00
CAD Technician II.....	85.00
CAD Technician I.....	70.00

LANDSCAPE ARCHITECTURE

Sr. Landscape Architect.....	\$180.00
Sr. Landscape Architect II.....	120.00
Landscape Architect I.....	100.00

ADMINISTRATIVE SERVICES

Senior Administrator II.....	\$135.00
Senior Administrator I.....	115.00
Senior Administrative Assistant III.....	95.00
Senior Administrative Assistant II.....	85.00
Senior Administrative Assistant I.....	80.00
Administrative Assistant III.....	75.00
Administrative Assistant II.....	65.00
Administrative Assistant I / Clerk.....	60.00

* Non-Prevailing Wage

** Prevailing Wage Rate – Overtime will be charged at 1.25 times and Sundays and holidays will be charged at 1.70 times the above rates.

INSURANCE CERTS
< TO BE ATTACHED >

The following page(s) contain the backup material for Agenda Item: Warrant Register #5 for the period of 07/26/17 through 08/01/17 in the amount of \$8,856,176.05. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 19, 2017

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #5 for the period of 07/26/17 through 08/01/17 in the amount of \$8,856,176.05.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 07/26/17 through 08/01/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Adamson Police Products	330011	60,144.21	Swat Vests / Police
City of Chula Vista	330018	109,839.33	Animal Shelter Fees March-May/PD
City of San Diego	330092	58,084.00	Dispatching Services for Fire
CS Legacy Construction Inc	330100	84,235.64	Paradise Creek Edu. Project
Health Net Inc	330130	83,101.80	Health Net Ins R1192A / Aug 2017

*** Attached is a list of remaining payments over \$50,000.00***

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$8,856,176.05.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$8,856,176.05

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Attachment of Payments over \$50,000.00
Warrant Register #5



Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Kaiser Foundation HP	330140	183,082.57	Insurance Active / Aug 2017
Palm Engineering	330162	391,257.96	Division Street Traffic C. Project
Project Professionals Corp	330170	62,798.34	Sewer Line Replc. Project
Public Emp Ret System	426792	4,714,569.39	FY 2018 Annual AUL Prepayment
Union Bank of California	870447	324,533.14	GO Bonds Obligation Rfnd 2012
Public Emp Ret System	7272017	235,780.27	Svcs Period 07/04/07 – 07/17/17



WARRANT REGISTER #5
8/1/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
STATE OF CALIFORNIA	SALES TAX LIABILITY FOR APR - JUN 2017	330009	7/31/17	10,940.00
ABLE PATROL & GUARD	SECURITY GUARD SERVICE FOR LIBRARY JUNE 2017	330010	7/31/17	3,084.50
ADAMSON POLICE PRODUCTS	SWAT VESTS / POLICE	330011	7/31/17	60,144.21
ALCARAZ APPLIANCES	WASHER & DRYER / FIRE	330012	7/31/17	489.37
ALEXANDRA SILBER	NECROPSY EXAM	330013	7/31/17	500.00
AMAZON	BOOKS / LIBRARY	330014	7/31/17	553.32
AT&T	AT&T PHONES JULY 2017	330015	7/31/17	69.88
ATKINS NORTH AMERICA INC	FY 17 TAX ROLL SERVICES - ENG	330016	7/31/17	7,344.00
C P RICHARDS SIGNS INC	DECALS FOR WATER TENDER / FIRE	330017	7/31/17	995.27
CITY OF CHULA VISTA	ANIMAL SHELTER FEES MARCH, APRIL & MAY / PD	330018	7/31/17	109,839.33
CLEAN HARBORS	HOUSEHOLD HAZARDOUS WASTE - ENG	330019	7/31/17	1,026.12
COMMERCIAL AQUATIC SERVICE INC	PURCHASE OF CHEMICAL POOL SUPPLIES / PW	330020	7/31/17	3,803.12
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES / APRIL 2017	330021	7/31/17	4,221.64
COUNTYWIDE MECHANICAL	INSTALLATION, MAINTENANCE AND REPAIRS / PW	330022	7/31/17	32,925.82
COX COMMUNICATIONS	COX CABLE SERVICES JULY 2017	330023	7/31/17	3,936.64
DEPT OF JUSTICE	FINGERPRINTING OF APPLICANTS / PD	330024	7/31/17	32.00
DUNBAR ARMORED INC	ARMORED SERVICES / FINANCE	330025	7/31/17	259.35
EPLUS TECHNOLOGY INC	ANNUAL RNWL VEEAM BACKUP / MIS	330026	7/31/17	5,891.55
ESGIL CORPORATION	PLAN CHECK SERVICES / BUILDING	330027	7/31/17	576.00
EXPERIAN	JUNE 2017 CREDIT CHECKS / PD	330028	7/31/17	43.16
FIRE ETC	NOZZLE / FIRE	330029	7/31/17	706.88
FON JON PET CARE CENTER	BOARDING FOR ROCKO / PD	330030	7/31/17	105.00
GROSSMAN PSYCHOLOGICAL	JUNE 2017 EVALUATIONS / PD	330031	7/31/17	600.00
JAMES, R	RETIREE HEALTH BENEFITS / MAR 2017	330032	7/31/17	140.00
KONICA MINOLTA	COPIER EQUIPMENT LEASE / JUNE 2017	330033	7/31/17	2,394.45
LANGUAGE LINE SERVICES	LANGUAGE LINE SVC. JUNE 2017	330034	7/31/17	12.31
LEXIPOL LLC	LEXIPOL SERVICES JUNE 2017 / PD	330035	7/31/17	1,252.50
LIEBERT CASSIDY WHITMORE	TRAINING CONSORTIUM	330036	7/31/17	405.00
LIFELOC TECHNOLOGIES	FUEL CELL REPLACEMENT / PD	330037	7/31/17	221.28
MAN K9 INC	JUNE 2017 K9 TRAINING / PD	330038	7/31/17	1,040.00
MOTOPOST	MOTOR PANTS / PD	330039	7/31/17	1,231.33
MOTOROLA SOLUTIONS INC	PORTABLE RADIOS / PD	330040	7/31/17	27,868.09
NAN MCKAY AND ASSOCIATES INC	HOUSING REG REVISIONS / SEC 8	330041	7/31/17	224.00
NATIONAL CITY CHAMBER	COMMUNITY ENHANCEMENT GRANT	330042	7/31/17	25,000.00
NIMBLE STORAGE INC	23TB FIELD UPGRADE / MIS	330043	7/31/17	43,476.25
OPENGOV INC	OPENGOV INTELLIGENCE AND TRANSPARENCY / MIS	330044	7/31/17	14,068.10
PACIFIC TELEMAGEMENT SERVICE	PAY PHONES JULY 2017	330045	7/31/17	78.00
PCS MOBILE	DOCKING STATION / FIRE	330046	7/31/17	3,435.86
PRO BUILD	MOP EAR PLUGS / FIRE DEPT	330047	7/31/17	51.18
PRUDENTIAL OVERALL SUPPLY	MOP 45742. LAUNDRY SERVICES / FIRE	330048	7/31/17	250.00
QUALA TEL ENTERPRISES	REPAIRS ON HEADSETS / FIRE	330049	7/31/17	273.82
QUALITY LOGO PRODUCTS INC	LANYARD RECRUITING / PD	330050	7/31/17	568.64
SAN DIEGO PET SUPPLY	MOP K9 SUPPLIES	330051	7/31/17	395.58
SAN DIEGO REGIONAL COMPUTER	FORENSIC SERVICES ANNUAL PAYMENT FY 17	330052	7/31/17	12,000.00
SDG&E	WASTEWATER - GAS & ELECTRIC UTILITIES	330053	7/31/17	27,494.23
SHRED IT USA	JUNE SHREDDING SERVICE / POLICE	330054	7/31/17	112.95
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277. SUPPLIES FOR FIRE DEPT	330055	7/31/17	250.71
SMART & FINAL	MOP 45756. CLEANING SUPPLIES / CSD	330056	7/31/17	76.10
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 BUSINE	330057	7/31/17	73.96
SOUTH COUNTY ECONOMIC	FY 2017-2018 MEME	330058	7/31/17	5,000.00



WARRANT REGISTER #5
8/1/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SPECIAL SERVICES GROUP LLC	GPS TRACKER / POLICE	330059	7/31/17	1,872.38
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / CITY CLERK	330060	7/31/17	1,895.12
STAPLES BUSINESS ADVANTAGE	MOP 45704. COPY PAPER / CSD	330061	7/31/17	1,362.94
SUN BADGE COMPANY INC	P200 SUNTONE BADGE / NSD	330062	7/31/17	307.34
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICE JUNE 17	330063	7/31/17	800.00
THE SOCO GROUP, INC.	FUEL FOR RESCUE TOOLS / FIRE	330064	7/31/17	274.48
THOMSON REUTERS	PENAL & VEHICLE CODE BOOKS / PD	330065	7/31/17	715.79
TIP OF SAN DIEGO COUNTY	ON-SCENE, 24-HOUR VOLUNTEER RESPONSE	330066	7/31/17	8,000.00
U S BANK	CREDIT CARD EXPENSES / PD	330067	7/31/17	1,057.04
U S HEALTHWORKS	MEDICAL SERVICES	330068	7/31/17	427.00
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL CARE / PD	330069	7/31/17	567.23
VISION SERVICE PLAN	VISION SERVICE PLAN / JUNE 2017	330070	7/31/17	692.42
WEST PAYMENT CENTER	JUNE 2017 BACKGROUND	330071	7/31/17	585.00
WILLY'S ELECTRONIC SUPPLY	MOP #45763/ELECTRONIC SUPPLIES/MIS	330072	7/31/17	157.16
REGIONAL TRAINING CENTER	COMMUNICATING W/ TACT CLASS / NSD	330073	8/1/17	150.00
ACEDO, I	RETIREE HEALTH BENEFITS / AUG 2017	330074	8/1/17	160.00
ACME SAFETY & SUPPLY CORP	3/4 CLIPS FOR STREET SIGNS / PW	330075	8/1/17	76.13
AFLAC	AFLAC ACCT BDM36 / AUG 2017	330076	8/1/17	808.10
ALIGNMENT EXPRESS OF CA INC	SHOP SUPPLIES AND BRACKETS / PW	330077	8/1/17	1,920.73
ANDERSON, E	RETIREE HEALTH BENEFITS / AUG 2017	330078	8/1/17	110.00
ATKINS NORTH AMERICA INC	NC ALLEY DESIGN PROJECT	330079	8/1/17	23,720.00
BEARD, P	RETIREE HEALTH BENEFITS / AUG 2017	330080	8/1/17	70.00
BECK, L	RETIREE HEALTH BENEFITS / AUG 2017	330081	8/1/17	140.00
BISHOP, R	RETIREE HEALTH BENEFITS / AUG 2017	330082	8/1/17	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS / AUG 2017	330083	8/1/17	260.00
BOOT WORLD	MOP#64096 SAFETY APPAREL / PW	330084	8/1/17	241.89
BSE ENGINEERING INC	POLICE STATION UPGRADE PROJECT	330085	8/1/17	92.50
BULL, P	RETIREE HEALTH BENEFITS / AUG 2017	330086	8/1/17	580.00
C A P F	FIRE LTD / AUG 2017	330087	8/1/17	931.00
CALIFORNIA ASSOCIATION OF CODE	INVESTIGATIVE REPORT CLASS / NSD	330088	8/1/17	75.00
CALIFORNIA LAW ENFORCEMENT	PD LTD / AUG 2017	330089	8/1/17	2,058.00
CARRILLO, R	RETIREE HEALTH BENEFITS / AUG 2017	330090	8/1/17	290.00
CIRCULATE SAN DIEGO	ACTIVE TRANSPORTATION P. PROJECT	330091	8/1/17	12,208.20
CITY OF SAN DIEGO	DISPATCHING SERVICES FOR FIRE	330092	8/1/17	58,084.00
CLF WAREHOUSE INC	MOP#80331 AUTO SUPPLIES / FLEET PW	330093	8/1/17	18.27
COLE, L	RETIREE HEALTH BENEFITS / AUG 2017	330094	8/1/17	165.00
COLLINSON, C	RETIREE HEALTH BENEFITS / AUG 2017	330095	8/1/17	420.00
COMMUNITY ROWING	LEARN TO ROW SUMMER CAMP CLASSES / CSD	330096	8/1/17	1,104.00
CONDON, D	RETIREE HEALTH BENEFITS / AUG 2017	330097	8/1/17	280.00
CORPUZ, T	RETIREE HEALTH BENEFITS / AUG 2017	330098	8/1/17	140.00
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES / JUNE 2017	330099	8/1/17	4,456.85
CS LEGACY CONSTRUCTION INC	PARADISE CREEK EDUC. PROJECT	330100	8/1/17	84,235.64
DANESHFAR, Z	RETIREE HEALTH BENEFITS / AUG 2017	330101	8/1/17	250.00
DELTA DENTAL	DENTAL INS PREMIER / AUG 2017	330102	8/1/17	15,992.95
DELTA DENTAL	COBRA PREMIER DENTAL INS / JUNE 2017	330103	8/1/17	45.22
DELTA DENTAL INSURANCE CO	PMI DENTAL INS / AUG 2017	330104	8/1/17	2,767.38
DELTA DENTAL INSURANCE CO	COBRA DENTAL INS PMI / JUNE 2017	330105	8/1/17	71.94
DEPARTMENT OF JUSTICE	INVESTIGATIVE SERVICES JUNE	330106	8/1/17	256.00
DESROCHERS, P	RETIREE HEALTH BENEFITS / AUG 2017	330107	8/1/17	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS / AUG 2017	330108	8/1/17	70.00



WARRANT REGISTER #5
8/1/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DILLARD, S	RETIREE HEALTH BENEFITS / AUG 2017	330109	8/1/17	480.00
DIVISION 8 INCORPORATED	CITY WIDE ON SITE GLASS AND WINDOW REPAIRS	330110	8/1/17	10,960.00
D-MAX ENGINEERING	ALLEY IMPROV. PROJECT	330111	8/1/17	3,750.00
DREDGE, J	RETIREE HEALTH BENEFITS / AUG 2017	330112	8/1/17	250.00
EISER III, G	RETIREE HEALTH BENEFITS / AUG 2017	330113	8/1/17	250.00
FABINSKI, D	RETIREE HEALTH BENEFITS / AUG 2017	330114	8/1/17	220.00
FIFIELD, K	RETIREE HEALTH BENEFITS / AUG 2017	330115	8/1/17	540.00
GELSKEY, K	RETIREE HEALTH BENEFITS / AUG 2017	330116	8/1/17	115.00
GEOSYNTEC CONSULTANTS INC	2010 HAFFLEY AVE. PROJECT	330117	8/1/17	8,652.22
GIBBS JR, R	RETIREE HEALTH BENEFITS / AUG 2017	330118	8/1/17	120.00
GONZALES, M	RETIREE HEALTH BENEFITS / AUG 2017	330119	8/1/17	480.00
GRAINGER	REAR VIEW CAMERA / FIRE	330120	8/1/17	502.10
HANDY METAL MART	ALUMINUM SHEETING	330121	8/1/17	284.47
HANSON, E	RETIREE HEALTH BENEFITS / AUG 2017	330122	8/1/17	135.00
HARLAN, M	RETIREE HEALTH BENEFITS / AUG 2017	330123	8/1/17	500.00
HARRIS & ASSOCIATES INC	GROUP SEWER DESIGN PROJECT	330124	8/1/17	3,825.00
HAUG, S	RETIREE HEALTH BENEFITS / AUG 2017	330125	8/1/17	120.00
HEALTH NET	FULL NETWORK 57135A / AUG 2017	330126	8/1/17	5,760.99
HEALTH NET	HEALTH NET INS N7176F / AUG 2017	330127	8/1/17	1,470.86
HEALTH NET	HEALTH NET N7177A / AUG 2017	330128	8/1/17	1,141.24
HEALTH NET	HEALTH NET R1192Q / JUNE 2017	330129	8/1/17	638.26
HEALTH NET INC	HEALTH NET INS R1192A / AUG 2017	330130	8/1/17	83,101.80
HERNANDEZ, R	RETIREE HEALTH BENEFITS / AUG 2017	330131	8/1/17	400.00
HODGES, B	RETIREE HEALTH BENEFITS / AUG 2017	330132	8/1/17	200.00
HONDO, E	RETIREE HEALTH BENEFITS / AUG 2017	330133	8/1/17	110.00
IBARRA, J	RETIREE HEALTH BENEFITS / AUG 2017	330134	8/1/17	780.00
INDEPENDENT FORENSIC SERVICES	SEXUAL ASSAULT INTERVIEW / PD	330135	8/1/17	1,350.00
IRON MOUNTAIN	RECORDS & DOCUMENT STORAGE MANAGEMENT	330136	8/1/17	180.00
JAMES, R	RETIREE HEALTH BENEFITS / AUG 2017	330137	8/1/17	140.00
JOHNSON, S	REIMBURSEMENT FOR TINY TOTS SUPPLIES	330138	8/1/17	35.75
JUNIEL, R	RETIREE HEALTH BENEFITS / AUG 2017	330139	8/1/17	50.00
KAISER FOUNDATION HEALTH PLANS	INSURANCE ACTIVE / AUG 2017	330140	8/1/17	183,082.57
KAISER FOUNDATION HEALTH PLANS	RETIREE INS / AUG 2017	330141	8/1/17	20,156.04
KAISER FOUNDATION HEALTH PLANS	RETIREE INS / AUG 2017	330142	8/1/17	6,757.37
KAISER FOUNDATION HEALTH PLANS	HD H S A INS / AUG 2017	330143	8/1/17	4,178.83
KAISER FOUNDATION HEALTH PLANS	RETIREE INS COBRA / JUNE 2017	330144	8/1/17	1,574.88
KIMBLE, R	RETIREE HEALTH BENEFITS / AUG 2017	330145	8/1/17	300.00
KIMLEY HORN AND ASSOC INC	EUCLID AVENUE PROJECT	330146	8/1/17	33,716.29
KONICA MINOLTA	COPIER EQUIPMENT LEASE / JUNE 2017	330147	8/1/17	1,817.98
KTU&A	NC DOWNTOWN SPECIFIC PROJECT	330148	8/1/17	4,430.00
LANDA, A	RETIREE HEALTH BENEFITS / AUG 2017	330149	8/1/17	155.00
LIMFUECO, M	RETIREE HEALTH BENEFITS / AUG 2017	330150	8/1/17	160.00
MASON'S SAW	MOP#45729 GENERAL SUPPLIES / FLEET PW	330151	8/1/17	456.34
MATIENZO, M	RETIREE HEALTH BENEFITS / AUG 2017	330152	8/1/17	100.00
MC CABE, T	RETIREE HEALTH BENEFITS / AUG 2017	330153	8/1/17	280.00
MCGOUGH, J	TRAINING ADV SUB ROT / PD	330154	8/1/17	384.00
MEDINA, R	RETIREE HEALTH BENEFITS / AUG 2017	330155	8/1/17	105.00
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO SUPPLIES / FLEET PW	330156	8/1/17	217.91
MINER, D	RETIREE HEALTH BENEFITS / AUG 2017	330157	8/1/17	580.00
MYERS, B	RETIREE HEALTH BENEFITS / AUG 2017	330158	8/1/17	140.00



WARRANT REGISTER #5

8/1/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NOTEWARE, D	RETIREE HEALTH BENEFITS / AUG 2017	330159	8/1/17	120.00
OCANA, A	REIMB / GOVERNMENTAL ACCOUNTING CONF / FIN	330160	8/1/17	102.10
O'REILLY AUTO PARTS	MOP#75877 AUTO PARTS / FLEET PW	330161	8/1/17	15.99
PALM ENGINEERING	DIVISION STREET TRAFFIC C. PROJECT	330162	8/1/17	391,257.96
PAUU JR, P	RETIREE HEALTH BENEFITS / AUG 2017	330163	8/1/17	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS / AUG 2017	330164	8/1/17	140.00
PENSKE FORD	MOP#49078 AUTO PARTS / FLEET PW	330165	8/1/17	375.23
PEPPERBALL	SUPPLIES FOR POLICE	330166	8/1/17	1,098.00
PETERS, S	RETIREE HEALTH BENEFITS / AUG 2017	330167	8/1/17	290.00
POST, R	RETIREE HEALTH BENEFITS / AUG 2017	330168	8/1/17	280.00
PRO BUILD	MOP# 45707. PAINT SUPPLIES / NSD	330169	8/1/17	94.40
PROJECT PROFESSIONALS CORP	SEWER LINE REPLC. PROJECT	330170	8/1/17	62,798.34
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES / PW	330171	8/1/17	613.12
RANDALL LAMB ASSOCIATES INC	N.C. CORRECTIVE ACTION PHASE PROJECT	330172	8/1/17	1,200.00
RAY, S	RETIREE HEALTH BENEFITS / AUG 2017	330173	8/1/17	190.00
RELIANCE STANDARD	VOLUNTARY LIFE INS / AUG 2017	330174	8/1/17	3,152.24
RIVERSIDE COUNTY SHERIFF DEPT	TRAINING TUITION ROT / MCGOUGH / PD	330175	8/1/17	160.00
ROARK, L	RETIREE HEALTH BENEFITS / AUG 2017	330176	8/1/17	135.00
RUIZ, J	RETIREE HEALTH BENEFITS / AUG 2017	330177	8/1/17	310.00
SABALA, A	TRAINING REIM SEARCH AND SIERZURE / PD	330178	8/1/17	126.99
SAFRAN MORPHOTRUST	INVESTIGATIVE SERVICES JUNE	330179	8/1/17	14.00
SAM'S ALIGNMENT	MOP# 72442 ALIGNMENT / FLEET PW	330180	8/1/17	797.21
SCST INC	DIVISION ST. TRAFFIC C. PROJECT	330181	8/1/17	22,184.75
SDG&E	WASTEWATER - GAS & ELECTRIC UTILITIES	330182	8/1/17	6,620.41
SERVATIUS, J	RETIREE HEALTH BENEFITS / AUG 2017	330183	8/1/17	340.00
SHINN, D	REIMBURSEMENT FOR TINY TOTS SUPPLIES	330184	8/1/17	40.94
SHORT, C	RETIREE HEALTH BENEFITS / AUG 2017	330185	8/1/17	300.00
SMITH, J	RETIREE HEALTH BENEFITS / AUG 2017	330186	8/1/17	320.00
STAPLES BUSINESS ADVANTAGE	MOP 45704. SPECIAL EVENTS SUPPLY / CSD	330187	8/1/17	342.08
STEWART, W	RETIREE HEALTH BENEFITS / AUG 2017	330188	8/1/17	200.00
STRASEN, W	RETIREE HEALTH BENEFITS / AUG 2017	330189	8/1/17	135.00
SWEETWATER AUTHORITY	WASTEWATER DIVISION WATER UTILITIES	330191	8/1/17	38,765.77
THE LINCOLN NATIONAL LIFE INS	LIFE & AD&D, STD, LTD INS / AUG 2017	330192	8/1/17	10,019.08
TIPTON, B	RETIREE HEALTH BENEFITS / AUG 2017	330193	8/1/17	250.00
U S BANK	CREDIT CARD EXPENSES / CSD	330194	8/1/17	894.17
UNITED ROTARY BRUSH CORP	MOP#72442 AUTO PARTS / FLEET PW	330195	8/1/17	132.72
VERRY, L	RETIREE HEALTH BENEFITS / AUG 2017	330196	8/1/17	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS / AUG 2017	330197	8/1/17	480.00
VISION SERVICE PLAN	VISION SERVICE PLAN (CA) / JUL 2017	330198	8/1/17	692.42
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES / PW	330199	8/1/17	1,249.06
WHITE, J	RETIREE HEALTH BENEFITS / AUG 2017	330200	8/1/17	230.00

A/P Total 1,578,886.08

WIRED PAYMENTS

PUBLIC EMP RETIREMENT SYSTEM	FY 2018 ANNUAL AUL PREPAYMENT	426792	7/27/17	4,714,569.39
UNION BANK OF CALIFORNIA	GO BONDS OBLIGATION RFND BONDS 2012	870447	7/31/17	324,533.14
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 07/04/17 - 07/17/17	7272017	7/27/17	235,780.27

SECTION 8 HAPS

Start Date
7/26/2017

48 of 103

End Date
8/1/2017

860,390.00



WARRANT REGISTER #5
8/1/2017

<u>PAYEE</u>		<u>DESCRIPTION</u>		<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PAYROLL						
Pay period	Start Date	End Date	Check Date			
16	7/18/2017	7/31/2017	8/9/2018			1,142,017.17
GRAND TOTAL						<u>\$ 8,856,176.05</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 19TH OF SEPTEMBER 2017.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #6 for the period of 08/02/17 through 08/08/17 in the amount of \$700,333.90. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 19, 2017

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #6 for the period of 08/02/17 through 08/08/17 in the amount of \$700,333.90.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 08/02/17 through 08/08/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
ESGIL Corporation	330234	214,239.33	Permit Processing & Plan Reviews / Bldng
Escrow Concepts	758553	355,500.00	Purchase of Property on 420 W 21 st Street

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$700,333.90.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$700,333.90

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register #6



WARRANT REGISTER #6
8/8/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
HURTADO, MARIA GUADALUPE	RELOCATION COSTS FOR TENANT / HOUSING	330202	8/3/17	2,794.12
WATSON, S	REIMB. CACEO MODULE ACADEMY COURSE / NSD	330203	8/3/17	77.58
4 IMPRINT INC	I LOVE NATIONAL CITY DECALS / CANO	330204	8/8/17	339.52
ACE UNIFORMS & ACCESSORIES INC	STARS AND BARS UNIFORM / POLICE	330205	8/8/17	135.64
ADAMSON POLICE PRODUCTS	BALLISTIC VESTS / POLICE	330206	8/8/17	3,191.81
AETNA RESOURCES FOR LIVING	EMPLOYEE ASSISTANCE PROGRAM AUGUST	330207	8/8/17	819.82
AMERICAN BACKFLOW SPECIALTIES	PURCHASE OF GAUGES & VALVES / PW	330208	8/8/17	398.20
ASSI SECURITY INC	PARTS & LABOR FOR SERVICE CALL / MIS	330209	8/8/17	1,060.00
AT&T	AT&T PHONES JULY 2017	330210	8/8/17	9,145.56
AT&T	AT&T PHONES JULY 2017	330211	8/8/17	324.72
AWARDS AND MORE CO	LIGHT BROWN ROUND COASTER / POLICE	330212	8/8/17	749.07
BEST BEST & KRIEGER ATTN LAW	LIABILITY CLAIM COST	330213	8/8/17	531.00
BIGGERFISH DBA	STRESS RELIEVER POLICE CARS / PD	330214	8/8/17	495.29
BJ'S RENTALS INC	LIFT SCISSOR EQUIPMENT RENTAL / PW	330215	8/8/17	853.37
C H COURT TECH INC	FLOORING AND MATERIALS / CSD	330216	8/8/17	5,631.74
CANO COREA, A	TRAVEL EXPENSES / HOUSING TRAINING	330217	8/8/17	1,148.12
CITY OF SAN DIEGO	MUNICIPAL SEWER TRANSPORTATION SVCS	330218	8/8/17	924.65
CLAIMS MANAGEMENT ASSOCIATES	AGREEMENT TO PROVIDE MONTHLY SERVICES	330219	8/8/17	6,300.00
CLF WAREHOUSE INC	MOP#80331 AUTO PARTS AND SUPPLIES / PW	330220	8/8/17	15.32
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS FOR POOL / PW	330221	8/8/17	2,279.22
COUNTYWIDE MECHANICAL	KIT TO REBUILD BACKFLOW / PW	330222	8/8/17	1,022.29
COURTESY AUTO OF ORANGE COUNTY	2017 DODGE GRAND CARAVAN SE	330223	8/8/17	24,049.03
COX COMMUNICATIONS	COX CABLE JULY 2017	330224	8/8/17	174.00
CYNTHIA TITGEN CONSULTING INC	PROFESSIONAL SERVICES JULY	330225	8/8/17	2,940.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	330226	8/8/17	8,357.98
DALEY & HEFT LLP	LIABILITY CLAIM COST	330227	8/8/17	6,001.61
DALEY & HEFT LLP	LIABILITY CLAIM COST	330228	8/8/17	1,785.90
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2018	330229	8/8/17	3,403.57
DATA TICKET INC	TICKET APPEALS JUNE 2017 / NSD	330230	8/8/17	1,753.40
DIMENSION DATA	PARTS & LABOR FOR SERVICES	330231	8/8/17	1,785.00
D-MAX ENGINEERING	URBAN GREENING GRANT APPLICATION	330232	8/8/17	21,517.62
DURAN, D	TRAINING REIMB TACTICAL BREACHER / PD	330233	8/8/17	114.55
ESGIL CORPORATION	PERMIT PROCESSING & PLAN REVIEWS / BLDNG	330234	8/8/17	214,239.33
EXPRESS PIPE AND SUPPLY CO INC	COOLER FILLING STN FOR LIBRARY	330235	8/8/17	5,972.32
FLEET SERVICES INC	MOP#67804 AUTO PARTS AND SUPPLIES / PW	330236	8/8/17	420.53
FOREMOST PROMOTIONS	JR STRESS RELIEVER	330237	8/8/17	421.53
HANDY METAL MART	ALUMINUM SHEETING	330238	8/8/17	496.97
HUTCHINSON, C	REIMBURSEMENT FOR RECORDING DOC / ENG	330239	8/8/17	62.50
JERAULDS CAR CARE CENTER	MOP#72449 AUTO PARTS AND SUPPLIES / PW	330240	8/8/17	173.78
JJJ ENTERPRISES	74379 FIRE ALARM SVCS & PREVENTION	330241	8/8/17	1,820.00
KIMLEY HORN AND ASSOC INC	SR2S PROJECT	330242	8/8/17	1,022.52
KITTRICH CORPORATION	CANOPIES AND TABLECLOTHS FOR EVENTS / CSD	330243	8/8/17	1,733.48
KLEAN KANTEEN	KLEAN KANTEEN STAINLESS INSULATED / PD	330244	8/8/17	2,357.29
KONE	MAINTENANCE / PW	330245	8/8/17	8,180.74
KONICA MINOLTA	COPIER EQUIPMENT LEASE / JUNE 2017	330246	8/8/17	133.95
LASER SAVER INC	TONER / MIS	330247	8/8/17	681.37
LEHR AUTO ELECTRIC	SOLENOID 100AMP - AUTO PART FOR FLEET	330248	8/8/17	207.17
LIEBERT CASSIDY WHITMORE	TRAINING WEBINAR / RISK	330249	8/8/17	70.00
LONG, D	TRAINING ADV S	330250	8/8/17	384.00
MAGDALENA DEL ROCIO HEDRICK	REIMB: FOR BAC	330251	8/8/17	20.00



WARRANT REGISTER #6
8/8/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	330252	8/8/17	1,517.00
METRO AUTO PARTS DISTRIBUTOR	MOP# 75943 AUTO PARTS PURCHASES / FLEET	330253	8/8/17	1,050.54
METRO FIRE & SAFETY	3014. 15LB CO2 RECHARGE / FIRE	330254	8/8/17	174.78
NAVARRO, L	TRAINING REIM SEARCH AND SEIZURE / PD	330255	8/8/17	137.34
O'REILLY AUTO PARTS	MOP#75877 AUTO PART SUPPLIES / FLEET PW	330256	8/8/17	191.32
ORKIN	PEST CONTROL MONTHLY SERVICES / PW	330257	8/8/17	437.36
PENSKE FORD	R&M CITY VEHICLES FOR FY 2018	330258	8/8/17	3,707.70
PRO BUILD	MOP 45707 SUPPLIES FOR FIRE DEPT	330259	8/8/17	103.69
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES / PW	330260	8/8/17	95.31
RAMOS, D	EDUCATION REIMBURSEMENT	330261	8/8/17	1,151.76
RIVERSIDE COUNTY SHERIFF DEPT	TRAINING TUITION ROT/ PD	330262	8/8/17	320.00
RON TURLEY ASSOCIATES INC	ANNUAL MAINTENANCE SOFTWARE	330263	8/8/17	1,654.38
SAN DIEGO FRICTION PRODUCTS	MOP# 80333 AUTO PARTS SUPPLIES / FLEET	330264	8/8/17	186.88
SAN DIEGO MIRAMAR COLLEGE	TRAINING MATERIAL FEE BASIC SUPER / PD	330265	8/8/17	88.82
SAN DIEGO UNION TRIBUNE	LEGAL NOTICES ADVERTISING / JUNE 2017	330266	8/8/17	612.40
SDG&E	WASTEWATER - GAS & ELECTRIC UTILITIES	330267	8/8/17	3,898.02
SEGAL, M	TRAINING ADV SUB ROT / PD	330268	8/8/17	384.00
SHEPHARD, S	TRAINING RIEMB SHERMAN BLK /PD	330269	8/8/17	93.69
SMART & FINAL	MOP SUPPLIES FOR RISK DEPT	330270	8/8/17	488.77
SMART SOURCE OF CALIFORNIA LLC	VEHICLE IMPOUND WARNING DECAL / NSD	330271	8/8/17	639.46
SOLAR CITY	BUILDING FEE REFUND	330272	8/8/17	501.00
SOUND SOLUTION AUTO STYLING	WINDOW TINT / PW	330273	8/8/17	350.00
SOUTHWEST SIGNAL SERVICE	MONTHLY INTERSECTION MAINTENANCE JUNE	330274	8/8/17	13,754.38
SPARKLETTS	WATER SERVICE / JUNE 2017	330275	8/8/17	12.00
STAPLES BUSINESS ADVANTAGE	MOP 45762. OFFICE SUPPLIES / PD	330276	8/8/17	1,265.00
STC TRAFFIC INC	T & A #90181 REFUND	330277	8/8/17	2,545.00
SUPERIOR READY MIX	COLD MIX ASPHALTS & TACK OIL / PW	330278	8/8/17	220.89
SWANK MOTION PICTURES INC	SUMMER MOVIES IN THE PARK	330279	8/8/17	565.00
SWEETWATER AUTHORITY	WASTEWATER DIVISION WATER UTILITIES	330280	8/8/17	721.71
TALLAL INC	SUMMER MOVIES IN THE PARK	330281	8/8/17	416.00
TOPECO PRODUCTS	MOP 63849. SUPPLIES FOR FIRE DEPT	330282	8/8/17	39.99
U S BANK	CREDIT CARD EXPENSES / POLICE	330283	8/8/17	3,389.26
U S BANK	CREDIT CARD EXPENSES / HR	330284	8/8/17	1,055.81
U S HEALTHWORKS	MEDICAL SERVICES	330285	8/8/17	755.00
ULINE	TV CART AND GYM MATS FOR CASA DE SALUD	330286	8/8/17	719.82
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2018	330287	8/8/17	235.50
UNITED RENTALS	GENERATOR RENTAL FOR POLICE DEPARTMENT	330288	8/8/17	4,244.32
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL VET CARE	330289	8/8/17	1,278.04
VERIZON WIRELESS	VERIZON WIRELESS JULY 2017	330290	8/8/17	13,017.43
VORTEX INDUSTRIES INC	REPAIRS TO ROLLING DOORS - PD	330291	8/8/17	1,654.73
WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES / PW	330292	8/8/17	2,659.51
WE GREEN SOUTHERN CALIFORNIA	BUILDING FEE REFUND	330293	8/8/17	265.00
WILLDAN FINANCIAL SERVICES	USER FEE STUDY	330294	8/8/17	1,907.50
WILLY'S ELECTRONIC SUPPLY	MOP #45763/ELECTRONIC SUPPLIES / MIS	330295	8/8/17	285.23
Z A P MANUFACTURING INC	REFACE AND RESHEET CITY STREET SIGNAGE / PW	330296	8/8/17	1,283.43
A/P Total				344,833.90
WIRED PAYMENTS				
ESCROW CONCEPTS	PURCHASE OF PROPERTY ON 420 W 21ST STREET	758553	8/7/17	355,500.00

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 19TH OF SEPTEMBER 2017.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Notice of Decision – Planning Commission approval of a Conditional Use Permit modification for distilled spirits at an existing beer and wine-licensed restaurant (Tita's II) located at 3421 East Plaza Blvd. (Applicant: Roger Speir) (Case File 2017-09 CUP)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 19, 2017

AGENDA ITEM NO.

ITEM TITLE:

Notice of Decision – Planning Commission approval of a Conditional Use Permit modification for distilled spirits at an existing beer and wine-licensed restaurant (Tita's II) located at 3421 East Plaza Blvd. (Applicant: Roger Speir) (Case File 2017-09 CUP)

PREPARED BY: Martin Reeder, AICP

MR

DEPARTMENT: Planning

PHONE: 336-4313

APPROVED BY:

[Signature]

EXPLANATION:

The business owner has applied for a Conditional Use Permit (CUP) modification to sell distilled spirits at an existing restaurant (Tita's II) that was previously approved to sell beer and wine (CUP 2010-29). The existing restaurant was also approved for karaoke and live entertainment at that time. The business would continue to operate, as previously approved, from 10:00 a.m. until 1:00 a.m. daily, with alcohol sales ceasing at midnight.

Planning Commission conducted a public hearing on June 5, 2017. Commissioners asked questions regarding business operations and the crime rate. The Commission asked staff to return with a resolution denying the CUP; however, no action was taken and staff was asked to return with resolutions for both approval and denial. At the August 21, 2017 meeting, the Commission voted to approve the Conditional Use Permit based on required findings and subject to Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per CEQA

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission approved the Conditional Use Permit.

Ayes: Flores, Garcia, Sendt, Quintero, Yamane Abstain: DelaPaz Absent: Baca

ATTACHMENTS:

- | | |
|-------------------------------------|--|
| 1. Overhead | 4. Reduced Plans |
| 2. Planning Commission Staff Report | 5. Police Department comments |
| 3. Resolution No. 2017-21 a | 6. Correspondence from 6/5/17 PC meeting |

2017-09 CUP – 3421 East Plaza Blvd. – Overhead





Item no.
June 5, 2017

5

CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING - CONDITIONAL USE PERMIT
MODIFICATION FOR DISTILLED SPIRITS AT AN
EXISTING BEER AND WINE-LICENSED RESTAURANT
(TITA'S II) LOCATED AT 3421 EAST PLAZA BOULEVARD.

Case File No.: 2017-09 CUP

Location: 3421 East Plaza Boulevard

Assessor's Parcel Nos.: 669-101-05

Staff report by: Jessica Madamba, Planning Technician

Applicant: Roger Speir

Zoning designation: MXD-1 (Minor Mixed-Use District)

Adjacent zoning:

North: Commercial Suites / MXD-1

East: Single Family Residential / RS-1 (Large Lot Residential)

South: Apartment Building / RM-2 (High Density Multi-Unit Residential)

West: Commercial Suites / MXD-1

Environmental review: Not a project per California Environmental Quality Act

Staff recommendation: Approve

BACKGROUND

The business owner has applied for a Conditional Use Permit (CUP) modification to sell distilled spirits at an existing restaurant (Tita's II) that was previously approved to sell beer and wine (CUP 2010-29). The existing restaurant was also approved for karaoke and live entertainment. The business would continue to operate from 10:00 a.m. until 1:00 a.m. daily, with alcohol sales ceasing at midnight. A Type 47 (On-Sale Distilled Spirits) license is concurrently being processed with the California Department of Alcoholic Beverage Control (ABC).

History

The restaurant has been in operation for about seven years and has operated another business, Tita's Kitchenette, at 2720 Plaza Blvd. for almost 20 years. In 2010, Tita's II Restaurant received an alcohol license for on-sale beer and wine from ABC, which was approved by the City through a Conditional Use Permit (CUP-2010-29). The original CUP also permitted karaoke and live entertainment.

Site Characteristics

The project location is an existing 4,200 square-foot suite located at 3421 East Plaza Boulevard, in the Minor Mixed-Use District (MXD-1) zone. The area is adjacent to other commercial uses within the Plaza East Shopping Center. Single-family residential uses are located to the east in the Small Lot Residential (RS-2) zone and Multi-unit residential uses are located to the south in the High Density Multi-Unit Residential (RM-2) zone.

Proposed Use

The applicant is proposing to sell distilled spirits in addition to beer and wine. The floor plan provided with this application shows 20 separate seating tables, six booths, and provides 80 seats within the building. The restaurant also includes an outdoor seating area, which provides 21 tables and 58 seats. No alcohol is served outdoors. The applicant wishes to modify their existing CUP, which approved beer and wine sales to include distilled spirit sales in the restaurant, which requires modification of the existing CUP. Alcohol would continue to be delivered to the table upon request with the sale of food. Live entertainment will continue as part of business operations. No change to the existing operating hours or construction is proposed.

Analysis

Section 18.30.050 of the Land Use Code (LUC) allows for on-site alcohol sales with an approved CUP. The proposal to sell distilled spirits triggers the need for a modification to the existing CUP. Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 189 people, 74 occupants, and 115 owners.

Community Meeting – Pursuant to Section 18.30.050 (C), a community meeting was held Monday, April 24, 2017 at 6:00 pm at the subject restaurant. The meeting advertisement is attached. There were no community members in attendance.

Distance Requirements – Chapter 18.030.050 (D) requires a 660-foot distance from sensitive uses such as schools. However, restaurants with greater than 30% of their area devoted to seating (which applies in this case) are exempt from this distance requirement. There is one school within 660 feet, Ira Harbison Elementary School.

Public Comments – One public comment was received expressing concerns of the proposal. The concerns include possible noise issues, late business operating hours, and possible increases to neighborhood disturbances (Attachment 9).

Required findings

The Municipal Code contains required findings for CUPs. There are six required findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the Minor Mixed-Use District zone pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. A restaurant use is consistent with the Minor Mixed-Use land use designation contained in the Land Use and Community Character (LU) element of the General Plan. In addition, the property is not within a Specific Plan area.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

No expansion of the building is proposed. The proposal involves an existing restaurant in an existing commercial space, which was already analyzed for traffic impacts when it was constructed. In addition, because the sale of alcohol would be accessory to the sale of food, no measurable increase in traffic is expected.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The proposed alcohol sales would be accessory to a restaurant use, which is located in an existing commercial area. The addition of alcohol sales is not expected to increase the demand for parking on the property.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed use is consistent with the previously approved CUP and will be subject to the original conditions that limit the sale of alcohol and the hours that it will be available; no alcohol will be sold after 12:00 a.m. and will only be available with the sale of food. In addition, all business staff is required to receive Responsible Beverage Service & Sales (RBSS) Training.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

The project is not considered a project under CEQA, as no development is proposed. In addition, the proposed use is similar to other commercial uses in the area, which are permitted by right in the mixed-use zones. Given that there is no calculable increase in traffic and no other impacts are anticipated, staff is of the opinion that the project would not result in any physical changes to the environment.

7. That the proposed use is deemed essential and desirable to the public convenience or necessity.

In this case the alcohol sales will contribute to the viability of a restaurant, an allowed use in the Minor Mixed-Use District (MXD-1) zone.

Department and Agency comments

Alcohol Sales Concentration/Location – Per ABC, there are currently two on-sale licenses authorized for Census Tract (120.02). For reference, the alcohol outlets in the census tract are:

Name	Address	License Type*	CUP
Gapo Resto and Karaoke	933 S Harbison Ave.	41	-
Tita's Kitchenette II	3421 E Plaza Blvd	41	Y

* Type 41 – On-Sale Beer and Wine for Bona Fide Public Eating Place

Both of the alcohol licenses are restaurants, which also includes the existing beer and wine license for the subject property. The existing restaurant will be subject to the most recent Council Policy standards for on-sale alcohol CUPs.

Census tract 120.02 includes the area between Highway 805 and East Plaza Boulevard, and between East 8th Street and East Plaza Boulevard. The attached census tract map shows the location of the subject tract. Per State ABC there are

currently two on-sale licenses in this census tract (120.02) where a maximum of four are recommended. No new licenses are being added with this proposal.

Police Department

As of the writing of this report, no comments have been received from the Police Department (PD). However, based on recent ABC Risk Assessments provided by the PD, this business could be expected to be allocated approximately 11 or 12 points, which would be considered a Low Risk.

Institute for Public Strategies (IPS)

As of the writing of this report, no comments have been received from IPS. However, based on recent comments provided for alcohol CUPs, IPS typically recommends that owners, management, and staff be required to attend the RBSS training. This requirement is a standard condition of City Council Policy 707 and is included as a condition of approval.

Conditions of Approval

The Conditions of Approval from the previous CUP (CUP 2010-29), stated in City Council Resolution 2011-39, would still apply to the property unless otherwise specifically modified. Additional conditions have been added specific to on-sale alcohol sales per Council policy 707 (alcohol incidental to food, hours of operation, RBSS training, etc.).

Summary

The proposed use is consistent with the General Plan because distilled spirit sales for on-site consumption are a conditionally-allowed use in the Minor Mixed-Use District Zone. A CUP was approved for beer and wine sales at the property (CUP 2010-29), and the modifications comply with the objectives, standards, guidelines, and conditions of the original CUP. The proposed use to sell distilled spirits would be accessory to the existing restaurant use in a commercial area, which is not expected to increase the demand for parking or other services on the property. The addition of alcohol sales is not expected to have any significant effects on the area.

OPTIONS

1. Approve 2017-09 CUP subject to the attached conditions, and based on attached findings or other findings as determined by the Planning Commission; or
2. Deny 2017-09 CUP based on findings as determined by the Planning Commission; or,
3. Continue the item for additional information

ATTACHMENTS

1. Recommended Findings
2. Recommended Conditions
3. Overhead
4. Census Tract Map
5. Public Hearing Notice (Sent to 115 property owners & 74 Occupants)
6. Community meeting advertisement, sign-in sheet, and minutes
7. City Council Resolution 2011-39
8. Applicant's Plans (Exhibit A, Case File No. 2017-09 CUP, dated 3/30/2017)
9. Public Comments



JESSICA MADAMBA
Planning Technician



BRAD RAULSTON
Deputy City Manager

RECOMMENDED FINDINGS FOR APPROVAL

2017-09 CUP – 3421 East Plaza Boulevard

1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because alcohol sales for on-site consumption are a conditionally-allowed use in the Minor Mixed Use District.
2. That the proposed use is consistent with the General Plan and any applicable specific plans, because alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan. In addition, a restaurant use is consistent with the Minor Mixed-Use land use designation contained in the Land Use and Community Character (LU) element of the General Plan. Furthermore, the property is not within a Specific Plan area.
3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion is proposed, and the use would be accessory to the existing restaurant in the commercial area.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, since the restaurant is existing and the proposed alcohol sales would be accessory to the restaurant use, which is not expected to increase the demand for parking on the property.
5. That granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed modification to sell distilled spirits at the existing wine-licensed restaurant is consistent with the previous approved use and is similar in nature to surrounding area uses. The modification will be subject to the original conditions that limit the sale of alcohol and the hours that it will be available; no alcohol will be sold after 12 a.m. and will only be available with the sale of food. In addition, all business staff is required to receive Responsible Beverage Service & Sales (RBSS) Training.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because it has been determined that the proposed use is not a project per the Act. There is no calculable increase in traffic and no other impacts are anticipated; therefore, the project would not result in any physical changes to the environment.
7. That the proposed use is deemed essential and desirable to the public convenience or necessity, because alcohol sales will contribute to the viability of a restaurant, an allowed use in the Minor Mixed-Use District (MXD-1) zone.
8. That based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

RECOMMENDED CONDITIONS OF APPROVAL

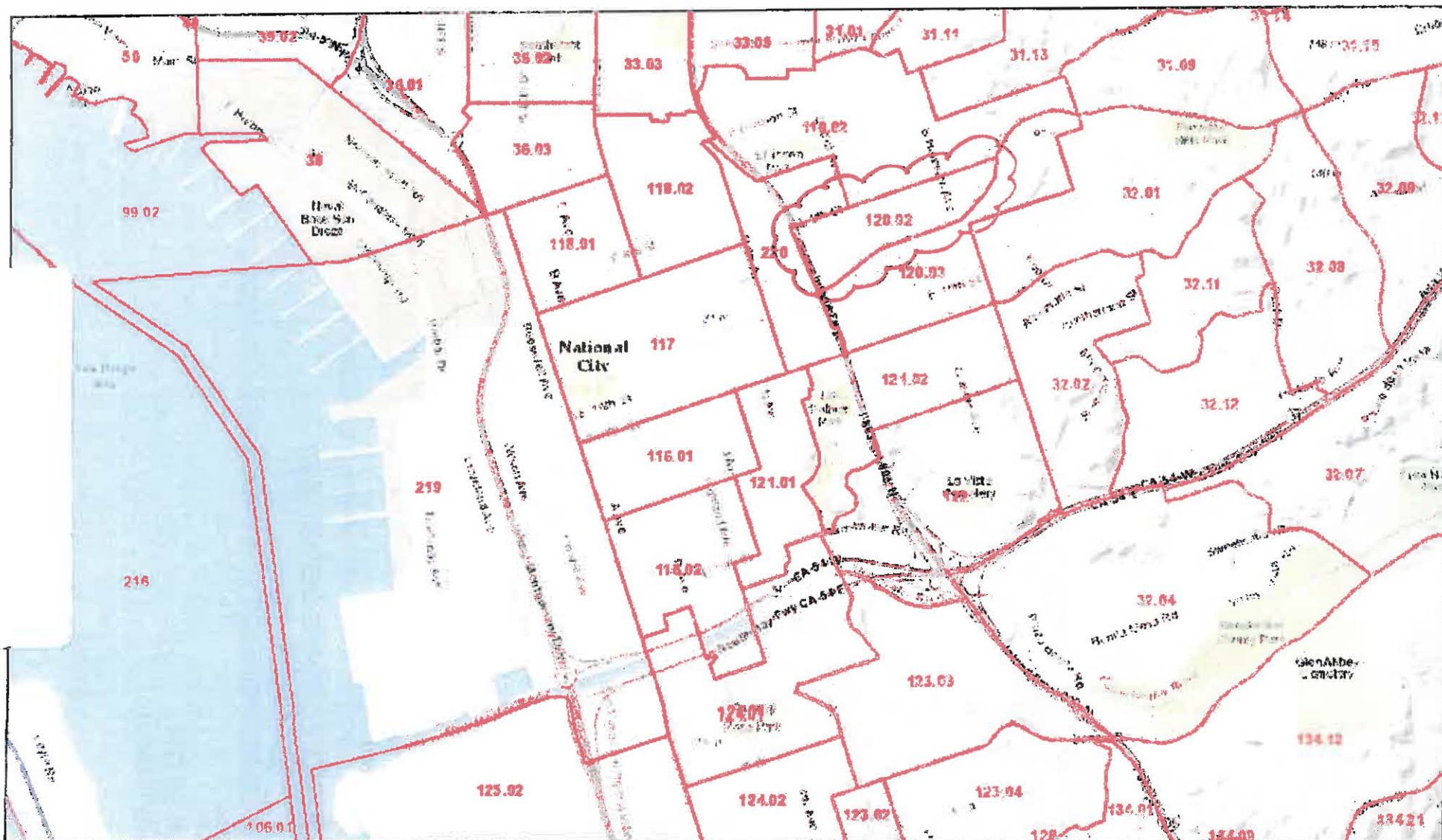
2017-09 CUP – 3421 East Plaza Boulevard

General

1. This Conditional Use Permit modification authorizes the sale of distilled spirits at an existing restaurant with beer and wine sales, located at 3421 East Plaza Boulevard. Unless specifically modified by this resolution, all previous Conditions of Approval as stated in City Council Resolution 2011-39 are still in effect. Plans submitted for permits associated with this project shall conform to Exhibit A, case file no. 2017-09 CUP, dated 3/30/2017.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Deputy City Manager prior to recordation.
3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.
4. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of Conditions of Approval.

Planning

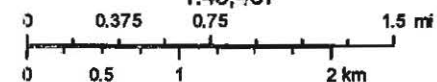
7. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
8. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgement to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
9. Alcohol shall be available only in conjunction with the purchase of food.
10. The sale of alcoholic beverages shall be permitted only between the hours of 10:00 a.m. to 12:00 a.m. daily.



August 25, 2014

CensusTracts 2010

1:45,467



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONDITIONAL USE PERMIT MODIFICATION TO ADD DISTILLED SPIRITS TO AN
EXISTING BEER AND WINE LICENSE AT TITA'S II RESTAURANT LOCATED AT
3421 EAST PLAZA BLVD.
CASE FILE NO.: 2017-09 MCUP
APN: 669-101-05

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, June 5, 2017**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Roger Speir)

The applicant proposes to amend the existing CUP that allows for onsite consumption of beer and wine (ABC Type 41 license) at the restaurant to also include distilled spirits (Type 47 license). The previously approved CUP includes live entertainment. Operating business hours will remain as 10:00 a.m. to 1:00 a.m. daily with alcohol sales ceasing at midnight.

Information is available for review at the City's Planning Department, Civic Center. Members of the public are invited to comment. Written comments should be received on or before 12:00 p.m., **June 5, 2017** by the Planning Department, who can be contacted at 619-336-4310 or planning@nationalcityca.gov

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DEPARTMENT

BRAD RAULSTON
Deputy City Manager

13 April 2017

TITA'S II RESTAURANT
3421 E. PLAZA BLVD
NATIONAL CITY, CA. 91950

RE: CODITIONAL USE PERMIT NO. 2010-29 CUP

Tita's II Restaurant entered the State lottery for a type 47 license (On sale – General Liquor license). A requirement for this license is that the applicant must have a bona fide public eating place. The restaurant was selected to file a formal application by January 11th this year.

After filing the formal application, I must have certain requirements met.

1 – Must have a Community meeting, and I must notify all within certain areas of intent to have this meeting. This is to notify all concerned that the **community meeting** is scheduled for **24 April 2017 (Monday evening)** at 6 PM. Meeting place will be at the restaurant (Tita's II – 3421 E. Plaza Blvd., National City, Ca. 91950. All interested in attending are invited.

2 – After having the community meeting, and meeting other requirements, I will make application for a Conditional Users Permit from the City of National City .

3 – I am also giving my e-mail address for all to ask questions and I will either reply or address concerns at my community meeting, at which time we will address all concerns.

Sincerely,


Roger L. Speir – owner

E-Mail - rstitascorp@gmail.com

Meeting Sign In

Project: Liquor License
 Facilitator: For TITA's II
 Place/Room: RESTURANT

Date: 4-24-17
 Time: 6 P.M.

	PRINT NAME	OPERATION	PHONE	EMAIL
1.	Roger L. Speir	OWNER	619-384-0985	RSTITASCORP@gmail.com
2.				
3.				
4.	- NO SHOWS -			
5.				
6.	NO E-MAIL RESPONSES -			
7.				
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RESOLUTION 2011 – 39

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING A CONDITIONAL USE PERMIT FOR THE EXPANSION
OF AN EXISTING RESTAURANT AND THE MODIFICATION OF
NONCONFORMING ALCOHOL SALES AT 3421 EAST PLAZA BOULEVARD
APPLICANT: ROGER SPEIR; CASE FILE NO. 2010-29 CUP**

WHEREAS, the City Council considered a Conditional Use Permit for the expansion of an existing restaurant and the modification of nonconforming alcohol sales at 3421 East Plaza Boulevard (APN: 669-101-05) at a duly advertised public hearings held on February 1, 2011, at which time oral and documentary evidence was presented; and

WHEREAS, at said public hearings the City Council considered the staff report contained in Case File No. 2010-29 CUP maintained by the City, and incorporated herein by reference along with evidence and testimony at said hearing; and

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the testimony and evidence presented to the City Council at the public hearings held on February 1, 2011, support the following findings:

1. That the site for the proposed use is adequate in size and shape, since an alcohol license has been associated with this property for some time, and the proposed entertainment would be an accessory use to the existing restaurant in an existing neighborhood commercial center, and is not expected to significantly increase the demand for parking in the center.
2. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic generated by the proposed use, since Plaza Boulevard is classified as an arterial street in the Circulation Element, and the addition of accessory live entertainment is not expected to result in an appreciable increase in traffic.
3. That the proposed use will not have an adverse effect upon adjacent or abutting properties, since the proposed use will be subject to conditions that restrict the hours that alcohol will be available, require compliance with City noise standards, and require the purchase of food with any alcohol purchase.
4. That the proposed use is deemed essential and desirable to the public convenience and welfare, since it will contribute to the viability of a restaurant, an established and allowed use in the applicable commercial zone.
5. That public convenience and necessity may be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

GENERAL

1. This Conditional Use Permit authorizes live entertainment and the on-sale of beer and wine within a restaurant located at 3421 East Plaza Boulevard. Consumption of alcoholic beverages and live entertainment shall be limited to an area in substantial conformance with Exhibit B, Case File No. 2010-29 CUP, dated October 28, 2010.
2. Within four (4) days of approval, pursuant to Fish and Game Code Section 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees to the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.
3. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval, unless extended according to procedures specified in Section 18.116.190 of the National City Municipal Code.
4. This permit shall expire if the use authorized by this Resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This Conditional Use Permit may be revoked if the operator is found to be in violation of Conditions of Approval.
6. Before this Conditional Use Permit shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Conditional Use Permit. The applicant shall also submit evidence to the satisfaction of the Development Services Director that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney, and signed by the Development Services Director prior to recordation.

BUILDING

7. Any plans submitted for improvements must comply with the current editions of the California Building Code, the California Mechanical Code, the California Plumbing Code, the California Electrical Code, and California Title 24 Energy and Handicapped Regulations.

FIRE

8. Plans submitted for improvements must comply with the current editions of the CFC, NFPA, Title 19, and National City Municipal Codes.
9. The required width of emergency fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high, and shall have an all weathered road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road, the minimum road width shall be 26 feet.
10. The project shall be evaluated for sprinkler and fire alarm requirements.
11. A contractor license is required. Fire Protection Systems require a C-16 license, and a Fire Alarm Systems require a C-10 license. The stamp shall be visible on all sets of plans.
12. Fire Sprinkler, Fire Alarm, Fire Protection Systems, and Fire Underground plans are to be directly submitted to the National City Fire Department under separate permit for review and permitting. Fees along with three sets of plans, including all "Cut Sheets and Calculations" shall be included upon submittal. Plan review shall be a 30 day plan review process, or 21 working days. No over the counter plan reviews accomplished.
13. Supervision (Fire Alarm) of sprinkler piping and fire detection devices shall be automatically supervised where more than 20 sprinklers are on the system.
14. Plans will not be reviewed until fees have been paid. Check is payable to the City of National City.
15. Upon submittal for permit, the following shall be included for underground:
 - Data sheet for Back-Flows
 - Data sheets for Private and Commercial Hydrants
 - Data sheets for Post Indicator Valves
16. Should any plan corrections be required, contractor must correct the plan and re-submit to the Fire Department for approval once again prior to installation.
17. Once plans are approved, contact will be made with the contractor. Contractor will be required to retrieve the approved plan from the National City Fire Department. The contractor will be required to sign the permit and pick up the approved plans. Work may not commence prior to plan pick-up.
18. A rough inspection of all work is required prior to closure. All rough work shall be visible at time of inspection

19. A request for an inspection shall be made 48 hours in advance. Inspection shall be made once work is complete utilizing approved and stamped plans. Contractor shall be required to have the approved plans on site per code.
20. All contractors shall possess a National City New Business License prior to Fire Department plan submittal. A copy of the New Business License will be required at time of plan submittal.
21. Exit signs shall be illuminated with green lettering per National City Ordinance requirements.
22. FDC caps to be Knox FDC Plugs. The application must be acquired from the National City Fire Department Administration Office.
23. If entrance/exit gates are used, gates shall be equipped with Knox Box and Emergency Strobes so as to provide emergency vehicle access and egress. A Knox Key Switch shall be required in conjunction with strobe for emergency access, and shall be placed at front of property. Please contact the National City Fire Department for exact field location.
24. During construction, project shall strictly following Chapter 14 of the California Fire Code edition "Fire Safety During Construction Alteration or Demolition of a Building".

PLANNING

25. The sale of alcoholic beverages shall be limited to between the hours of 10:00 a.m. and 12:00 a.m., seven days a week.
26. All persons who will be serving alcoholic beverages shall receive L.E.A.D. (Licensee Education on Alcohol and Drugs) training in Responsible Beverage Service from the State Department of Alcoholic Beverage Control or Responsible Hospitality Coalition. Training shall include a component addressing domestic violence.
27. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition. There shall be no excessive advertising and/or marketing that targets youth or holidays.
28. No alcoholic beverages shall be consumed outside of the interior restaurant dining area without modification of this Conditional Use Permit.
29. No alcoholic beverages shall be available with take out or delivery service.
30. No alcohol shall be available without the purchase of food.

31. The sale of alcohol shall not exceed the sale of food consumed on site. With the annual renewal of the National City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
32. Permittee shall post signs, to be approved by the Planning Division, on the exterior building walls in compliance with Section 10.30.070 of the National City Municipal Code. Said signs shall not be less than 17 inches by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:

"It is unlawful to drink an alcoholic beverage or to possess an open alcoholic beverage container in public or in a public parking lot. NCMC 10.30.050 and 10.30.060."
33. Entertainment shall be limited to the days of Wednesday through Sunday, and to the hours of 5:00 p.m., until midnight.
34. All activities shall comply with Title 12 of the National City Municipal Code (Noise) at all times.
35. No public concert events are permitted as part of this permit. No advertisement targeted for a specific performer or event may be circulated outside of the restaurant, and live entertainment shall be incidental to the restaurant use.
36. Service of the outside seating areas shall cease at 9:00 p.m. daily. Tables and chairs shall be stored or otherwise removed from service.
37. A sound study shall be commissioned by the applicant to ensure that live entertainment complies with Title 12 of the National City Municipal Code (Noise). Results shall be provided to the Development Services Department and verified prior to any live entertainment being offered.
38. A detailed landscape and underground irrigation plan, including plant types, methods of planting, etc., shall be submitted for review and approval by the Planning Division prior to issuance of building permits. The landscape plan shall reflect the use of drought tolerant planting and water conserving irrigation.
39. All plans submitted for approval shall reflect a parking lot configuration that is consistent with Land Use Code Section 18.58 – Off-Street Parking and Loading.
40. No bar is permitted as part of this approval.

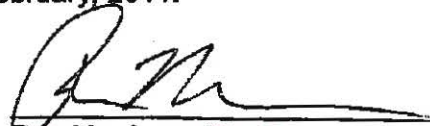
POLICE

41. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, display, and marketing or merchandising of alcoholic beverages.

BE IT FURTHER RESOLVED that copies of this Resolution shall be transmitted forthwith to the applicant.

BE IT FURTHER RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedure Section 1094.6.

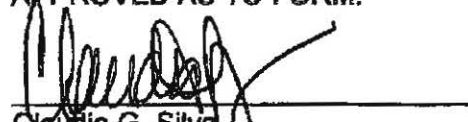
PASSED and ADOPTED this 15th day of February, 2011.


Ron Morrison, Mayor

ATTEST:


Michael R. Dalla, City Clerk

APPROVED AS TO FORM:


Claudia G. Silva
City Attorney

Passed and adopted by the Council of the City of National City, California, on February 15, 2011 by the following vote, to-wit:

Ayes: Councilmembers Morrison, Natividad, Rios, Sotelo-Solis, Zarate.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: RON MORRISON
Mayor of the City of National City, California



Richard A. Della
City Clerk of the City of National City, California

By: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2011-39 of the City of National City, California, passed and adopted by the Council of said City on February 15, 2011.

City Clerk of the City of National City, California

By: _____
Deputy

From: Planning
Sent: Tuesday, May 30, 2017 11:28 AM
To: Jessica Madamba
Subject: FW: NOTICE OF PUBLIC HEARING

FYI. You can include this as an attachment in your report and also in the analysis.

From: Bernice [mailto:bernice10@cox.net]
Sent: Tuesday, May 30, 2017 11:16 AM
To: Planning
Subject: NOTICE OF PUBLIC HEARING

**National City Planning Commission
Brad Faulston, Deputy City Manager**

Gentlemen:

Regarding the City Council meeting on June 5, 2017, I am presently unable to attend but I would like to send my request to the Council. I would like to vote AGAINST granting the request of Roger Speir obtaining a permit to

sell distilled spirits

This neighborhood already has too many businesses selling alcohol. Also, being able to stay open until 1 a.m. is just adding more drunkenness and noise to disturb the residents of the neighborhood. This block has its share of bars and loud music until late in the night. Two people were arrested on this block over the holiday. One was a screaming drunk woman and the other was a man who I saw going up and down our block looking into cars, etc. The live entertainment is a concern and is already a nuisance.

Your attention to this matter is greatly appreciated.

Sincerely,

**Bernice Chunn
921 Olive Avenue
National City CA 91950
Owner of this home
since 1956**

RESOLUTION NO. 2017-21 a

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A
CONDITIONAL USE PERMIT MODIFICATION FOR DISTILLED SPIRITS AT AN
EXISTING BEER AND WINE-LICENSED RESTAURANT (TITA'S II) LOCATED AT
3421 EAST PLAZA BOULEVARD.
CASE FILE NO. 2017-09 CUP
APN: 569-101-05**

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit modification for distilled spirits at an existing beer and wine-licensed restaurant, Tita's II located at 3421 East Plaza Boulevard at a duly advertised public hearings held on June 5 and July 17, 2017, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2017-09 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, at the Planning Commission hearing of July 17, 2017, the Planning Commission asked staff to return with a resolution denying the requested Conditional Use Permit modification; and

WHEREAS, at the Planning Commission meeting of August 7, 2017, the Planning Commission took no action on the resolution denying the Conditional Use Permit modification and asked staff to return with resolutions for both approval and denial of the Conditional Use Permit modification; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California that the testimony and evidence presented to the Planning Commission at public hearings held on June 5 and July 17, 2017 support the following findings:

1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because alcohol sales for on-site consumption are a conditionally-allowed use in the Minor Mixed Use District.

2. That the proposed use is consistent with the General Plan and any applicable specific plans, because alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan. In addition, a restaurant use is consistent with the Minor Mixed-Use land use designation contained in the Land Use and Community Character (LU) element of the General Plan. Furthermore, the property is not within a Specific Plan area.
3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion is proposed, and the use would be accessory to the existing restaurant in the commercial area.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, since the restaurant is existing and the proposed alcohol sales would be accessory to the restaurant use, which is not expected to increase the demand for parking on the property.
5. That granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed modification to sell distilled spirits at the existing wine-licensed restaurant is consistent with the previous approved use and is similar in nature to surrounding area uses. The modification will be subject to the original conditions that limit the sale of alcohol and the hours that it will be available; no alcohol will be sold after 12 a.m. and will only be available with the sale of food. In addition, all business staff is required to receive Responsible Beverage Service & Sales (RBSS) Training.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because it has been determined that the proposed use is not a project per the Act. There is no calculable increase in traffic and no other impacts are anticipated; therefore, the project would not result in any physical changes to the environment.
7. That the proposed use is deemed essential and desirable to the public convenience or necessity, because alcohol sales will contribute to the viability of a restaurant, an allowed use in the Minor Mixed-Use District (MXD-1) zone.

8. That based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit modification authorizes the sale of distilled spirits at an existing restaurant with beer and wine sales, located at 3421 East Plaza Boulevard. Unless specifically modified by this resolution, all previous Conditions of Approval as stated in City Council Resolution 2011-39 are still in effect. Plans submitted for permits associated with this project shall conform to Exhibit A, case file no. 2017-09 CUP, dated 3/30/2017.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Deputy City Manager prior to recordation.
3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.
4. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of Conditions of Approval.

Planning

7. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
8. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgement to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
9. Alcohol shall be available only in conjunction with the purchase of food.
10. The sale of alcoholic beverages shall be permitted only between the hours of 10:00 a.m. to 12:00 a.m. daily.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of August 21, 2017, by the following vote:

AYES: Flores, Garcia, Sândt, Quintero, Yamane

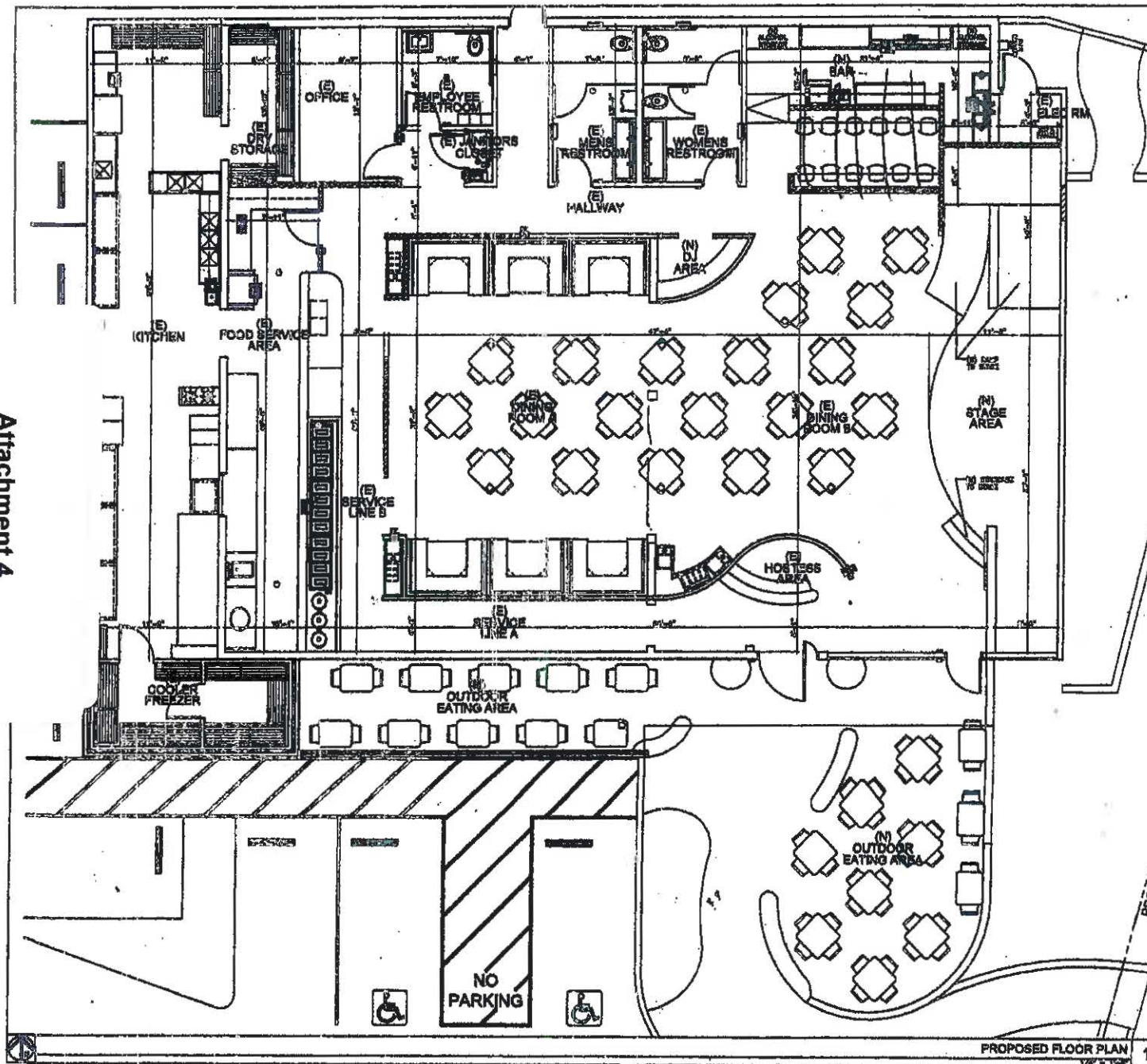
NAYS: None.

ABSENT: Baca

ABSTAIN: Dela Paz



CHAIRPERSON



LEGEND - CONSTRUCTION

1. ALL INTERIORS SHALL BE FINISHED WITH 1/2" PLASTER OVER STUDS AND LATH. ALL INTERIORS SHALL BE FINISHED WITH 1/2" PLASTER OVER STUDS AND LATH. ALL INTERIORS SHALL BE FINISHED WITH 1/2" PLASTER OVER STUDS AND LATH.

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PROPOSED FLOOR PLAN 1

Cam/Design

TITA'S II RESTAURANT
CONDITIONAL USE PERMIT
 3421 EAST PLAZA BLVD
 NATIONAL CITY, CA 91950

Project Name: TITA'S II RESTAURANT

Project Date: 09.28.10

Project Number: 10.04-TITA

Revisions: 10.04-TITA

Sheet Name: PROPOSED FLOOR PLAN

Sheet Number: A2.1

THIS DOCUMENT IS QUOTED AND COUNTERPARTED BY COUNTERPARTS THIS DRAWING OR ANY PORTION THEREOF, WITHOUT THE EXPRESS WRITTEN PERMISSION OF CAM/DESIGN.



NATIONAL CITY POLICE DEPARTMENT
ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 06/05/2017

BUSINESS NAME: Tita's II Restaurant

ADDRESS: 3421 E. Plaza Blvd, National City, CA 91950

OWNER NAME: Speir, Estrellita, Rosales DOB: 09/24/1950

OWNER ADDRESS: 6625 Parkside Avenue, San Diego, CA 92139

(add additional owners on page 2)

I. Type of Business

- ☒ Restaurant (1 pt)
- Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation

- Daytime hours (1 pt)
- Close by 11pm (2 pts)
- ☒ Close after 11pm (3 pts)

III. Entertainment

- Music (1 pt)
- Live Music (2 pts)
- ☒ Dancing/Live Music (3 pts)
- No Entertainment (0 pts)

IV. Crime Rate

- Low (1 pt)
- Medium (2 pts)
- High (3 pts)

V. Alcohol Businesses per Census Tract

- ☒ Below (1 pt)
- Average (2 pts)
- Above (3 pts)

Notes:

Per owner (Roger) business is open on Mon
/Tue from 10 am - 3 pm. On Wed/Thur
open from 10 am - 3 pm then reopens at 5 pm
until midnight. Fri / Sat & Sun opens at
10 am and closes at 1 am (Sun until-
midnight). Has Karaoke / Live Music / Danicing
Wed thru Sun after 6 pm only.

ABC Allows 4 On Sale and 2 Off Sale
Licenses for Census Tract 0120.02.
Currently there are 2 On Sale and 2
Off Sale.

VI. Calls for Service at Location (for previous 6 months)

- ✓ Below (1 pt)
- Average (2 pts)
- Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

- Mostly commercial businesses (1 pt)
- ✓ Some businesses, some residential (2 pts)
- Mostly residential (3 pts)

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 11

VIII. Owner(s) records check

- ✓ No criminal incidents (0 pts)
- Minor criminal incidents (2 pts)
- Multiple/Major criminal incidents (3 pts)

OWNER NAME: Speir, Roger, Loren DOB: 02/13/1941

OWNER ADDRESS: 6625 Parkside Ave, San Diego, CA 92139

OWNER NAME: _____ DOB: _____

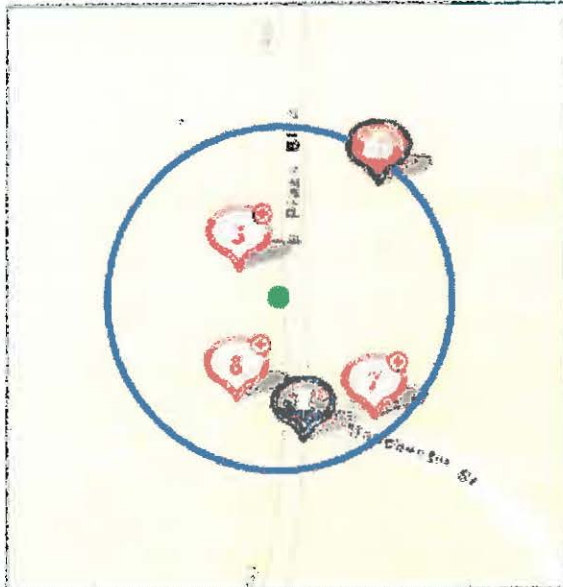
OWNER ADDRESS: _____

Recommendation:

Completed by: Sergeant Shephard Badge ID: 402

Below are spreadsheets listing the crime cases, arrests, and Calls For Service that have occurred within 100ft of 3421 E Plaza since 01Jan2015 to 01Jun2017. Note: Some of the cases and arrests do NOT happen directly at the business, but in the surrounding area (the cases with the exact address are in **RED**). The CFS are specifically for 3421 E Plaza.

CRIME CASES = 20 TOTAL

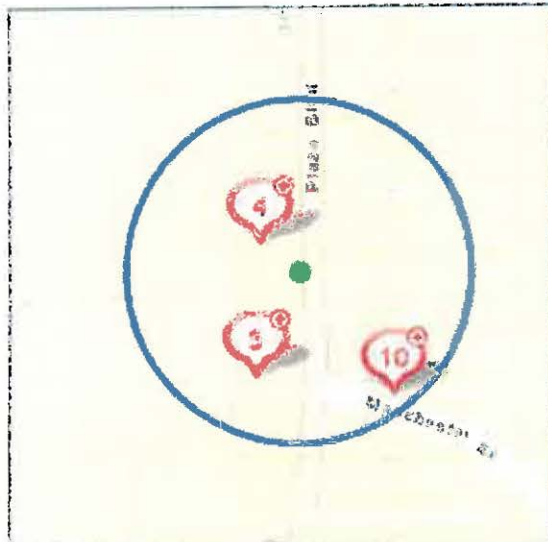


	BURGLARY - VEHICLE	1
	BURGLARY - COMMERCIAL	3
	LARCENY - ALL OTHER	1
	MOTOR VEHICLE THEFT	1
	OTHER	9
	ROBBERY - COMMERCIAL	1
	SIMPLE ASSAULT	4

CITY	ARREST NUMBER	DATE - TIME	VIOLATION CODE	VIOLATION DESCRIPTION	ADDRESS	SUSPECT IN JAIL	PERMANENT DETENTION
NATIONAL CITY	1506455	11/7/2015 22:30	ZZ 981154	MISCELLANEOUS REPORTS (TRAFFIC) - 153	MANCHESTER STREET & PLAZA BOULEVARD, NC,	N	OTHER
NATIONAL CITY	1507100	12/21/2015 3:00	PC 273.5	INFLECT CORPORAL INJURY ON SPOUSE/COHABITANT	3400 E PLAZA BOULEVARD, NC, 91950	N	SIMPLE ASSAULT
NATIONAL CITY	1505420	9/27/2015 17:25	PC 415(2)	DISTURBING THE PEACE - LOUD NOISE	3403 E PLAZA BOULEVARD, NC, 91950	N	OTHER
NATIONAL CITY	1503196	6/10/2015 0:45	VC 22651P	IMPOUND-VEHICLE STOPPED/CITED W/ NO LICENSED DRIVER/PASSENGER	3400 E PLAZA BOULEVARD, NC, 91950	N	OTHER
NATIONAL CITY	1500128	1/7/2015 5:06	PC 488	PETTY THEFT	3421 E PLAZA BOULEVARD, NC, 91950	N	LARCENY - ALL OTHER
NATIONAL CITY	1500439	1/21/2015 19:15	PC 459	BURGLARY/UNSPECIFIED	3421 E PLAZA BOULEVARD, NC, 91950	N	BURGLARY - VEHICLE

NATIONAL CITY	1501300	2/26/2015 22:38	VC 22651P	IMPOUND--VEHICLE STOPPED/CITED W/ NO LICENSED DRIVER/PASSENGER	3400 E PLAZA BOULEVARD, NC, 91950	N	OTHER
NATIONAL CITY	1501874	3/29/2015 2:18	VC 22951	STREET AND ALLEY PARKING	3400 E PLAZA BOULEVARD, NC, 91950	N	OTHER
NATIONAL CITY	1600030	1/2/2015 4:00	PC 460(B)	BURGLARY:UNSPECIFIED	3403 PLAZA BOULEVARD, NC, 91950	N	BURGLARY - COMMERCIAL
NATIONAL CITY	1602142	4/18/2016 18:34	PC 245A1	ASSAULT W/DEADLY WEAPON OTHER THAN FIREARM OR GBI FORCE	3400 E PLAZA BOULEVARD, NC, 91950	A	SIMPLE ASSAULT
NATIONAL CITY	1602493	5/7/2016 8:30	PC 242	BATTERY WITH SERIOUS BODILY INJURY (F)	3432 E PLAZA BOULEVARD, NC, 91950	N	SIMPLE ASSAULT
NATIONAL CITY	1602838	5/23/2016 0:30	VC 10851	TAKE VEHICLE W/O OWNER'S CONSENT/VEHICLE THEFT	3421 PLAZA BOULEVARD, NC, 91950	N	MOTOR VEHICLE THEFT
NATIONAL CITY	1602844	5/24/2016 20:48	PC 459	BURGLARY/UNSPECIFIED	3403 PLAZA BOULEVARD, NC, 91950	N	BURGLARY - COMMERCIAL
NATIONAL CITY	1604294	8/1/2016 19:26	VC 22651P	IMPOUND--VEHICLE STOPPED/CITED W/ NO LICENSED DRIVER/PASSENGER	3400 PLAZA BOULEVARD, NC, 91950	N	OTHER
NATIONAL CITY	1605699	10/13/2016 14:00	PC 212.5A	ROBBERY: FIRST DEGREE	3403 PLAZA BOULEVARD, NC, 91950	N	ROBBERY - COMMERCIAL
NATIONAL CITY	1605781	10/17/2016 15:17	ZZ 981153	MISCELLANEOUS REPORTS - 153	3403 PLAZA BOULEVARD, NC, 91950	N	OTHER
NATIONAL CITY	1606428	11/21/2016 19:03	PC 273.5A	INFLECT CORPORAL INJURY ON SPOUSE/COHABITANT	3403 PLAZA BOULEVARD, NC, 91950	N	SIMPLE ASSAULT
NATIONAL CITY	1700367	1/21/2017 4:20	HS 11377(A)	POSSESS CONTROLLED SUBSTANCE (F)	3403 PLAZA BOULEVARD, NC, 91950	N	OTHER
NATIONAL CITY	1701684	3/30/2017 12:56	VC 22651P	IMPOUND--VEHICLE STOPPED/CITED W/ NO LICENSED DRIVER/PASSENGER	3400 PLAZA BOULEVARD, NC, 91950	N	OTHER
NATIONAL CITY	1701659	3/29/2017 2:15	PC 460(B)	BURGLARY/SECOND DEGREE	3403 PLAZA BOULEVARD, NC, 91950	N	BURGLARY - COMMERCIAL

ARRESTS = 19 TOTAL



ARREST	ARREST NUMBER	DATE/TIME	ARREST TYPE	VIOLATION CODE	VIOLATION DESCRIPTION	DISPOSITION	ADDRESS
NATIONAL CITY	1702533	5/11/2017 17:30	ADULT	HS 11364(1)	POSSESS SPECIFIED CONTROLLED SUBSTANCE DEVICE/ETC.	MISDEMEANOR	3400 PLAZA BOULEVARD, NC, 91950
NATIONAL CITY	1701684	3/30/2017 13:12	ADULT	VC 14601.1(A)	DRIVE WHILE LICENSE SUSPENDED	MISDEMEANOR	3400 PLAZA BOULEVARD, NC, 91950
NATIONAL CITY	1700367	1/21/2017 4:20	ADULT	HS 11364(1)	POSSESS SPECIFIED CONTROLLED SUBSTANCE DEVICE/ETC.	MISDEMEANOR	3403 PLAZA BOULEVARD, NC, 91950
NATIONAL CITY	1700367A	1/21/2017 4:20	ADULT	HS 11364(1)	POSSESS SPECIFIED CONTROLLED SUBSTANCE DEVICE/ETC.	MISDEMEANOR	3403 PLAZA BOULEVARD, NC, 91950
NATIONAL CITY	1700367B	1/21/2017 4:20	ADULT	HS 11364(1)	POSSESS SPECIFIED CONTROLLED SUBSTANCE DEVICE/ETC.	MISDEMEANOR	3403 PLAZA BOULEVARD, NC, 91950
NATIONAL CITY	1606208	11/9/2016 9:01	LOCAL WARRANT	ZZ OUT WARRANT	OUTSIDE WARRANT/MISD	MISDEMEANOR	3400 PLAZA BOULEVARD, NC, 91950
NATIONAL CITY	1605856	10/20/2016 13:44	ADULT	HS 11364(1)	POSSESS SPECIFIED CONTROLLED SUBSTANCE DEVICE/ETC.	MISDEMEANOR	3403 PLAZA BOULEVARD, NC, 91950
NATIONAL CITY	1605851	10/20/2016 11:51	ADULT	PC 647(F)DK	DISORDERLY CONDUCT: ALCOHOL	MISDEMEANOR	3400 PLAZA BOULEVARD, NC, 91950
NATIONAL CITY	1605410	9/27/2016 11:13	ADULT	PC 647(F)DK	DISORDERLY CONDUCT: ALCOHOL	MISDEMEANOR	3403 PLAZA BOULEVARD, NC, 91950
NATIONAL CITY	1605229	9/16/2016 21:44	ADULT	PC 647(F)DK	DISORDERLY CONDUCT: ALCOHOL	MISDEMEANOR	3421 PLAZA BOULEVARD, NC, 91950
NATIONAL CITY	1605230	9/16/2016 21:55	ADULT	PC 647(F)DK	DISORDERLY CONDUCT: ALCOHOL	MISDEMEANOR	3421 PLAZA BOULEVARD, NC, 91950
NATIONAL CITY	1605204	9/16/2016 2:10	BENCH WARRANT	PC 3056	VIOLATION PAROLE/FELONY	FELONY	3421 PLAZA BOULEVARD, NC, 91950
NATIONAL CITY	1604294	8/1/2016 19:40	JUVENILE	VC 12500(A)	DRIVE W/O LICENSE	MISDEMEANOR	3400 PLAZA BOULEVARD, NC, 91950

NATIONAL CITY	1604056	7/20/2016 23:40	BENCH WARRANT	PC 978.5	BENCH WARRANT/FAILURE TO APPEAR ON MISDEMEANOR CHARGE	MISDEMEANOR	3421 PLAZA BOULEVARD, NC, 91950
NATIONAL CITY	1602142	4/18/2016 18:45	ADULT	PC 245A1	ASSAULT W/DEADLY WEAPON OTHER THAN FIREARM OR GBI FORCE	FELONY	3400 PLAZA BOULEVARD, NC, 91950
NATIONAL CITY	1505420	9/27/2015 18:55	ADULT	PC 415(2)	DISTURBING THE PEACE - LOUD NOISE	MISDEMEANOR	3400 PLAZA BOULEVARD, NC, 91950
NATIONAL CITY	1503196	6/10/2015 0:20	ADULT	VC 12500(A)	DRIVE W/O LICENSE	MISDEMEANOR	3400 E PLAZA BOULEVARD, NC, 91950
NATIONAL CITY	1501874	3/29/2015 2:25	ADULT	VC 23152A	DUI ALCOHOL AND/OR DRUGS	MISDEMEANOR	3400 PLAZA BOULEVARD, NC, 91950
NATIONAL CITY	1500440	1/22/2015 12:16	ADULT	VC 14601.1(A)	DRIVE WHILE LICENSE SUSPENDED	MISDEMEANOR	3400 E PLAZA BOULEVARD, NC, 91950

CALLS FOR SERVICE HISTORY

Priority	Problem	Address	City	Response Time
04	488R PETTY THEFT REPORT	3421 E Plaza Bl	NATIONAL CITY	1/8/2015 10:11:38 AM
04	459VR BURGLARY VEHICLE REPORT	3421 E PLAZA BL	NATIONAL CITY	1/21/2015 8:23:57 PM
01	451 ARSON	3421 E Plaza Bl	NATIONAL CITY	5/27/2015 4:40:28 AM
02	CHECK THE WELFARE URGENT	3421 E Plaza Bl	NATIONAL CITY	9/10/2015 2:30:03 PM
02	459A AUDIBLE BURG ALARM	3421 E Plaza Bl	NATIONAL CITY	10/4/2015 1:12:47 AM
03	415 VERBAL	3421 E Plaza Bl	NATIONAL CITY	11/14/2015 8:10:09 PM
01	MEDICAL	3421 E Plaza Bl	NATIONAL CITY	2/16/2016 2:08:14 PM
02	415 FIGHT	3421 E Plaza Bl	NATIONAL CITY	4/16/2016 12:38:43 AM
02	459A AUDIBLE BURG ALARM	3421 E Plaza Bl	NATIONAL CITY	5/6/2016 12:24:55 AM
03	10851 REPORT	3421 E Plaza Bl	NATIONAL CITY	5/24/2016 4:03:42 PM
03	415 VERBAL	3421 E Plaza Bl	NATIONAL CITY	6/11/2016 12:56:54 AM
03	415 REFUSING TO LEAVE	3421 E Plaza Bl	NATIONAL CITY	6/25/2016 11:43:47 PM
03	415 SUBJECT	3421 E PLAZA BL	NATIONAL CITY	6/26/2016 2:16:27 PM
02	415 GROUP	3421 E Plaza Bl	NATIONAL CITY	7/2/2016 12:09:19 AM
03	5150 MENTAL SUBJECT	3421 E PLAZA BL	NATIONAL CITY	7/12/2016 12:54:51 PM
03	5150 MENTAL SUBJECT	3421 E Plaza Bl	NATIONAL CITY	7/12/2016 12:57:31 PM
02	459A AUDIBLE BURG ALARM	3421 E Plaza Bl	NATIONAL CITY	7/20/2016 11:15:42 PM
03	SUSPICIOUS SUBJECT	3421 E PLAZA BL	NATIONAL CITY	7/28/2016 4:20:46 AM
02	459A AUDIBLE BURG ALARM	3421 E Plaza Bl	NATIONAL CITY	8/11/2016 12:15:59 AM

02	459A AUDIBLE BURG ALARM	3421 E Plaza BI	NATIONAL CITY	8/26/2016 12:37:08 AM
05	11-50 FIELD INTERVIEW	3421 E PLAZA BL	NATIONAL CITY	8/31/2016 9:58:47 AM
03	415 REFUSING TO LEAVE	3421 E Plaza BI	NATIONAL CITY	9/14/2016 12:37:02 PM
05	11-50 FIELD INTERVIEW	3421 E PLAZA BL	NATIONAL CITY	9/16/2016 1:56:13 AM
03	UNKNOWN PROBLEM	3421 E Plaza BI	NATIONAL CITY	9/16/2016 9:29:55 PM
01	11-83 ACCIDENT NO DETAIL	3421 E PLAZA BL	NATIONAL CITY	10/10/2016 7:24:34 PM
02	459A AUDIBLE BURG ALARM	3421 E Plaza BI	NATIONAL CITY	12/5/2016 12:16:30 AM
05	IMPOUND PRIVATE	3421 E Plaza BI	NATIONAL CITY	12/24/2016 5:49:07 AM
05	IMPOUND PRIVATE	3421 E Plaza BI	NATIONAL CITY	12/24/2016 5:54:29 AM
02	11-81 ACCIDENT MINOR INJURY	3421 E Plaza BI	NATIONAL CITY	2/5/2017 8:47:41 PM

Jessica Madamba

From: Olga M. Florez <gallito@sbcglobal.net>
Sent: Saturday, June 03, 2017 6:03 PM
To: Planning
Subject: Modification to add Distilled Spirits .Titans II

Dear Mr. Brad Raulston,

Please accept our concerns in regards to the modification that is being requested by Tita's owner. We are concern that this business is so close in proximity to Residential homes. We own a house that shares a wall with this business park.

We have had a lot of nuisances already coming from the dance studios and drunk drivers driving late at night with loud music in the alley in between our homes and this business park were Tita's II is located.

I will be present at the public hearing and hope that the City Management will consider the needs and tranquility of the residents .

Respectfully

Olga M. Florez

619-993--8804

Luz Angela Gonzalez

Home owners

905 Olive Avenue

National City, Ca. 91950

Sent from Yahoo Mail on Android

Tita's II Restaurant

3421 Plaza Boulevard
National City, CA 91950

Public Concerns

Morphing

Tita's II Restaurant morphs into a night club on weekends from 9:00pm to 1:00am and is essentially violating its conditional use permit. Moreover, Tita's II does not have a type 51 license to run a night club, yet according to their own admission and promotions materials, it is clearly operating as one. In their flyers, they advertise that dancing takes place after 9:00pm. While the restaurant was permitted by the City to have karaoke and live entertainment, it was not authorized to allow dancing anywhere on its premises.

In a memorandum by the National City Police in 2010, the department cited serious public safety concerns in granting Tita's II a type 47 license, mainly due to morphing issues and how they would drain police resources.

Additionally, research shows that morphing increases risky alcohol sales in on-premise outlets. In a recent study led by the Pacific Institute for Research and Evaluation (PIRE), researchers uncovered disturbing findings in communities where morphing was permitted.

In a two-year study, researchers conducted ethnographic observations of 97 alcohol outlets across six cities in California. These were their findings:

- 50 individual police reports related to on-site fights, assaults, stabbings, gun shots, and robberies
- Homicides
- Increased number of persons driving under the influence, especially on weekends

Promoting Night Club Atmosphere to Underage Youth

In their promotional materials, Tita's II blatantly markets their night club atmosphere to minors under the age of 21. They state that their cover charge for minors 14 years old and up is only five dollars after 9:00pm. This raises serious concerns that they might be selling alcohol to underage youth and exposing them to the dangers of night life. If Tita's II wants to operate a legal night club, they should apply for a type 51 license, which will prohibit minors under the age of 21 from entering the premises. However, it seems as though Tita's II wants to have it both ways: allow minors into their establishment without applying for the type 51 license that would bar minors under the age of 21.

In violation of the RBSS Ordinance

According to National City law, every business that sells or serves alcohol, is mandated to attend a Responsible Beverage Sales and Service (RBSS) training. This training requires owners, managers and employees that sell or serve alcohol to attend this training. It is designed to prevent alcohol outlets from selling to minors and overserving intoxicated patrons. Tita's II has not attended these mandatory-by-law trainings since March 21, 2012.

Proximity to Local School

Tita's II is only 660 feet away from Harbison Elementary School, just 160 feet away from the ABC's 500 feet requirement. The concern here is that while Tita's II claims to only sell alcohol two hours after school is over, children have extra-curricular activities that fall into the late afternoon—which means that they will still be exposed to the sale of alcohol as they walk home from school.

Decrease in Quality of Life

Tita's II has already become a source for public complaints. If allowed to obtain a type 47 license, the dynamics of the community will only get worse as Tita's II will feel emboldened to completely morph into a night club. It has been well documented that morphing increases crime and nuisance activity such as noise, litter, loitering, public urination, intoxication and DUIs.

This means that the quality of life in National City will go down, bringing with it a decrease in property value, which means less revenue for the city. It also means that the city's costs may increase due to issues such as increased emergency room visits, vehicle accidents, alcohol poisonings, as well paramedic and police calls for service.

High Crime Area

Tita's II is located within Beat 21, which includes the northeast quadrant of the City. According to the most recent Risk Assessment conducted by the National City Police Department, **Beat 21 is a high crime rate area**. Does the City of National City really want a night club in an already-high crime rate area?

Conclusion

If the City of National City allows Tita's II to obtain a type 47 license, the restaurant will without a doubt morph into a night club, further acting with impunity. This will significantly increase the risk of crime and nuisance activity for other businesses, residents and families in that area. The question that every city planning commissioner and councilmember should ask is if the owners and staff of Tita's II can be trusted to be good actors in the community. Their policies and deceptive practices have already proven

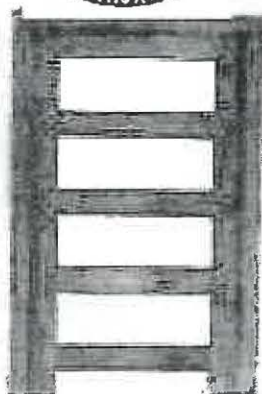
to be questionable as they promote their illegal night club atmosphere to 14-year-old youth, fail to comply with the RBSS ordinance and allow dancing on their premises without a city permit.

: Susan Fernandez

3421 E Plaza Blvd.

National City, CA 91950

(619) 434 - 7371



Karaoke Wed, Thur & Sun

6pm- 12am

Open 10am- 3pm daily

5pm- 12am Wed, Thur & Sun

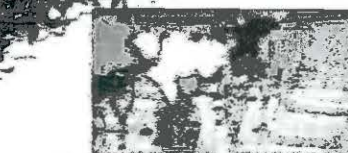
5pm- 1am Fri & Sat



Live bands Fri & Sat

8pm-12am

*\$5 cover, age 14+ after 9pm



Several packages for big events available, call for details

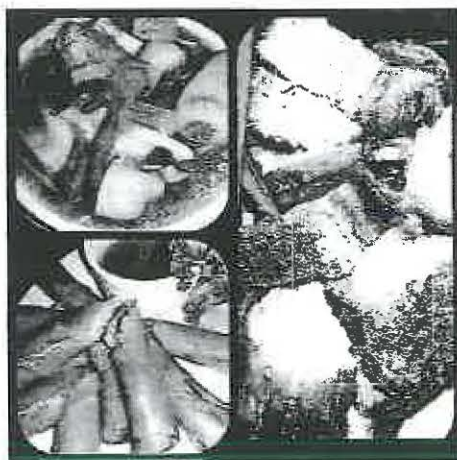
We have fast kitchenette style servings during the day then switch to a relaxed table service style restaurant after 5pm. At night we have entertainment such as karaoke or a live band. We also serve beer and wine, which pairs great with both singing and dancing!



Chicken Adobo



Sizzling Pork Sisig



Pork Sinigang, Lumpia

& Lechon Kawali



Beef Kare Kare



Tita's Assorted Platter

National City Police Department

Memorandum

TO: Chief Adolfo Gonzales *AL 10-18-10*
FROM: Sgt. Graham Young *[Signature]*
DATE: October 12, 2010
SUBJECT: Conditional Use Permit modification of CUP-2010-29 for the sale of beer and wine at Tita's II.

This Conditional Use Permit application is for an existing restaurant at 3421 East Plaza Boulevard in National City. The application indicated that the applicant would like to sell beer and wine from the hours of 1000 hours to 0100 hours seven days a week (they currently sell until midnight), the appropriate ABC License would be a type 41 license (beer and wine only, no distilled spirits). Additionally, the applicant would like to have karaoke, live entertainment, a bar, a stage area and an outdoor dining area. With the addition of the "bar," Tita's II could not operate under a Type 41 license they would have to re-apply for a different license.

On October 11, 2010, I conducted a site survey of the establishment located at 3421 East Plaza Boulevard. The area is primarily a residential neighborhood with strip mall retail establishments directly across the parking lot. Olive Grove Elementary School is approximately 1000 to 1500 away from the establishment on East 8th Street.

Per ABC's conditions, as stated in the memo from Martin Reader (attached), the conditions restrict alcohol sales hours to midnight, 50/50 food and alcohol sales, no noise and no bar. The police department believes that the City should follow the guidelines set forth by ABC and not allow alcohol sales past midnight and not to allow a bar area within the establishment. The ABC defines "normal" mealtimes as 6:00 a.m. – 9:00 a.m., 11:00 a.m. – 2:00 p.m., and 6:00 p.m. – 9:00 p.m.


Additionally, the police department believes that the City should not allow any sort of live entertainment or stage area in a Type 41 ABC licensed establishment. Having a stage and live entertainment in a restaurant creates the atmosphere of a "night club" which generates issues such as promoters coming in and scheduling events that draw a crowd that could potentially pose problems. In the very recent past, when establishments have engaged such activities (bar, live entertainment and a stage) under a Type 41 license, the police department has encountered numerous problems with these establishments.

The problems incurred at Type 41 ABC license establishments when guidelines have been deviated from, have on many instances, tied up police officers for hours on end and in many cases have left the City completely void of police personnel especially on very busy nights (Fridays and Saturdays) while trying to resolve the problems.

A Type 41 ABC license is for a bona fide eating establishment or restaurant. When guidelines are circumvented in the licensing classification enacted by ABC such as creating a "night club" (which is a Type 51 - Club) there are an array of problems requiring police response. We have learned from past practice that once an ABC license has been granted it is nearly impossible to have that license revoked, and even though the owners of the business change, the license once granted to this location generally stays intact and never goes away. Therefore, the City should be cautious about the activities we allow outside of licensing guidelines set forth by ABC.

Currently the City of National City has a total of 99 "On-sale" and "Off-sale" alcohol selling establishments. This equates to 11.6 alcohol selling establishments per square mile within the City. Until the end of the current budget crisis and the Police Department can hire enough officers to facilitate a dedicated unit to police and regulate establishments possessing an ABC license, it is my recommendation that the City place a moratorium on the issuing of CUP's for the sale of alcoholic beverages especially ones with live entertainment and erected stages, which, in the past have caused a drain on police resources.

Respectfully submitted,



Graham Young, Sergeant
Special Assistant to the Chief of Police
National City Police Department

Jessica Madamba

From: Jamie <dasher_4@cox.net>
Sent: Thursday, July 20, 2017 9:52 AM
To: Planning
Cc: rstitascorp@gmail.com
Subject: Conditional User Permit 2010-29 - Tita's II

Good morning,

We received a letter inviting us to a meeting on 6/26/17, sponsored by Roger L Speir of Tita's Enterprise. The purpose was to discuss their request for a general liquor license, but we were not able to attend that meeting. The letter noted that the planning commission had scheduled a 7/17/17 meeting to discuss.

We never received any notice of the Planning Commission meeting, so not sure if it was held. I would like to go on record that my husband and I are very supportive of your granting Tita's II a general liquor license. I believe this restaurant has been a great addition to our neighborhood and would like to insure their continued success. We cannot see any downside to permitting their sale of liquor.

Thanks for recognizing our opinion.

Sincerely,

Jamie and Doug Asher
815 Mary Court
National City, CA 91950